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7 Attorneys for Plaintiff ANTOINETTE BROWN, as an individual,
and on behalf of all others similarly situated,
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10 **SUPERIOR COURT OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 ANTOINETTE BROWN, as an individual
and on behalf of all others similarly
13 situated,

14 Plaintiff,
15 vs.

16 ELA FOODS, INC., a California
corporation; POP FOODS SERVICES,
17 INC., a California corporation; and
DOES 1-100, inclusive,

18 Defendants.
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CASE NO.: 22STCV26088

Assigned for All Purposes to:
Hon. Elaine Lu
Dept SSC-9

**DECLARATION OF NIKKI TRENNER IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT, AND REQUEST
FOR ATTORNEY'S FEES AND COSTS**

**[Filed concurrently with Notice of Motion and
Motion; Memorandum of Points &
Authorities; Declaration of Bryn Bradley;
[Proposed] Order]**

**Date: August 28, 2024
Time: 10:00 a.m.
Dept.: SSC-9**

1 I, NIKKI TRENNER, declare as follows:

2 1. I am an attorney duly licensed to practice in California and before this Court, and I
3 am associated with Crosner Legal, PC, counsel of record for Plaintiff in the above-captioned matter.
4 If called to testify as to the facts within, I would and could competently do so.

5 **BACKGROUND**

6 2. Defendants are a Popeyes Louisiana Kitchen franchisee that own and operate
7 Popeyes Louisiana Kitchen restaurants, including ten restaurants in California. Defendants
8 employed Plaintiff as a non-exempt employee from November 2021 to January 2022 at their
9 Palmdale, California location.

10 3. Plaintiff contends the Class Members were not paid all minimum or overtime wages,
11 did not receive proper expense reimbursement, not provided with legally compliant meal and rest
12 periods, did not receive compliant wage statements, and did not receive all wages due on separation
13 of employment. Plaintiff timely exhausted her administrative remedies with the LWDA by
14 submitting her PAGA notice on August 10, 2022. Plaintiff did not receive notice from the LWDA
15 that it intended to investigate the alleged violations outlined in his PAGA letter. Consequently, on
16 August 11, 2022, Plaintiff filed a class action complaint against Defendants, and filed a First
17 Amended Complaint adding a PAGA cause of action on October 17, 2022. The operative FAC
18 alleges claims for minimum and overtime wages, meal and rest break violations, inaccurate wage
19 statements, waiting time penalties, unfair competition, and penalties under PAGA.

20 4. ELA has at all times denied Plaintiff's allegations and maintained its meal and rest
21 break and payroll policies and procedures comply with California law, and that it provided the
22 class members with required meal and rest breaks. Additionally, ELA contends its timekeeping
23 and payroll policies accurately track and pay for all hours worked by its employees and at the
24 correct rates of pay. It also strongly contends the case cannot be maintained as any kind of class
25 or representative action, arguing for example that to the extent class members missed meal and/or
26 rest breaks, or that such breaks were non-compliant, it was intermittent and infrequent and
27 evidence of such missed breaks would be purely anecdotal, and therefore individualized issues
28 predominate and trial on a representative basis would be unmanageable.

1 5. Once the matter was at issue, the Parties initiated discovery and later, after
2 engaging in meet and confer discussions regarding discovery, potential law and motion, and the
3 merits of the case, ultimately agreed to attempt mediation. The Parties also agreed to an informal
4 exchange of information prior to the mediation, and Defendants provided Plaintiff with extensive
5 informal discovery, including Plaintiff's personnel, time, and payroll records, time records and
6 payroll records for a randomly selected sampling of Class Members, wage statement exemplars,
7 Defendants' employee handbooks, including Defendants' policies and procedures regarding the
8 payment of wages, the provision of meal and rest breaks, timekeeping policies (including
9 recording hours), sample arbitration agreements, issuance of wage statements, and termination
10 wages, as well as information regarding the number of putative Class Members who are current
11 and former employees, the number of PAGA Members, the number of workweeks throughout the
12 Class Period, and the number of pay periods throughout the PAGA Period. From this information,
13 Plaintiff was able to analyze Defendants' liability for the claims asserted in this case and, with the
14 assistance of Plaintiff's experts at Berger Consulting Group, the potential exposure and damages.

15 6. They then engaged the Hon. Steven Denton (Ret.), a well-respected neutral with
16 extensive experience mediating wage and hour class and representative matters. In July 2023, the
17 Parties participated in mediation with Judge Denton and after, a full day of mediation and
18 negotiation, reached the proposed settlement.

19 **TERMS OF THE PROPOSED SETTLEMENT**

20 7. Under the settlement Defendants will pay \$350,000 into a common fund, the Gross
21 Settlement Amount (GSA"). Attorney's fees of up to \$116,666.67 (33.33% of the GSA), litigation
22 costs of up to \$20,000 (only \$13,734.81 is requested), settlement administration costs of \$18,621,
23 and \$10,000.00 for PAGA civil penalties (of which \$7,500 will go to the California Labor &
24 Workforce Development Agency ("LWDA") for the State's share of civil penalties and \$2,500 will
25 go to eligible Aggrieved Employees), all will be paid from the GSA. The remainder of around
26 \$191,000 will be allocated pro rata to the Class Members based on their weeks worked during the
27 Class Period. No portion of the GSA will revert to ELA.

28 8. As noted, the settlement obligates Defendants to pay \$350,000 to resolve the

1 Settlement Class's claims, inclusive of attorney's fees and costs. About \$191,000 from the GSA
2 will be distributed to the Participating Class Members. This is a cash settlement that does not
3 require Participating Class Members to submit a claim form to receive their settlement share.
4 Participating Class Members will receive their settlement checks automatically via First Class
5 U.S. Mail. Twenty-five percent of each settlement share will be allocated to wages and the
6 remaining seventy-five percent will be allocated to non-wage premiums, penalties, and interest,
7 which allocation is consistent with ELA's potential liability as discussed below. ELA will pay
8 any and all applicable employer-side payroll taxes separately and in addition to the GSA. Subject
9 to the Court's approval, any amounts not claimed (because a class member does not cash their
10 settlement check) will be forwarded to the California State Controller's Unclaimed Property
11 Fund.

12 9. Each Participating Class Member will receive a share of the Net Settlement
13 Amount based on his or her total weeks worked in California as a non-exempt employee during
14 the Class Period. Thus, each Class Member's Individual Settlement Payment will be calculated
15 using criteria typically used in determining appropriate amounts of unpaid wages, unpaid
16 premium wages for missed meal and rest breaks, unreimbursed expenses, and potential statutory
17 penalties under applicable law. These methods are intended to ensure each Class Member receives
18 a settlement award corresponding to the relative value of their potential claims. The proposed
19 allocation provides a reasonable way to compensate Class Members based on the amount of time
20 they worked for ELA and the amount unpaid wages, etc.

21 10. All Participating Class Members will release Defendants from all claims alleged in
22 the operative complaint, or that could have been brought based on the factual allegations in the
23 operative complaint during the Class Period, including all PAGA claims. The release is limited to
24 the claims that were actually pleaded or could have been pleaded based on the alleged facts in the
25 operative complaint.

26 11. As noted, the Parties allocated \$10,000 from the GSA to resolution of Plaintiff's
27 claims under PAGA, and respectfully request that the Court approve that amount as fair,
28 reasonable and adequate, and consistent with PAGA's underlying purposes. Under PAGA,

1 \$7,500 of this amount will be paid to the LWDA as the state's share of the civil penalties, and
2 the remainder of \$2,500 will be distributed to the 929 Aggrieved Employees eligible to
3 receive a PAGA payment. As required by Labor Code section 2699(l)(2), my office notified the
4 LWDA of the settlement and the final approval hearing via its online portal. A true and correct
5 copy of the LWDA's acknowledgment of receipt is attached hereto as Exhibit 1.

6 **DUNK/KULLAR FACTORS**

7 12. Prior to settlement, the parties engaged in formal and informal discovery to facilitate
8 settlement discussions. Thus, Plaintiff reviewed documents and information regarding ELA's
9 payroll practices, a random sampling of pay stubs and time records from class members, applicable
10 compensation plans, meal and rest break policies, etc., and information from Defendants regarding
11 class size and breakdown, work weeks/pay periods, rates of pay, and other information used to
12 formulate a damages model. Plaintiff then had that information analyzed by a consulting expert to
13 assist in determining potential violation rates and other data used to formulate a damages model.
14 Plaintiff's counsel are confident they obtained sufficient information to understand the law and
15 facts of this case and make an informed decision regarding the proposed settlement and whether it
16 is fair and reasonable.

17 13. Using that data, Plaintiff ran various calculations and estimated Defendants'
18 theoretical maximum exposure on the class claims at about \$4.526 million. More specifically, the
19 theoretical maximum includes approximately \$152,400 on the off the clock claim and about \$1,500
20 on the regular rate claim, around \$926,500 on the meal and rest break claims (both assuming a
21 100% violation rate), about \$87,500 on the expense reimbursement claims, approximately
22 \$550,400 on the wage statement claims, and approximately \$966,700 on the wage statement claims
23 and waiting time penalties of about \$2,391,600.

24 14. First, Plaintiff contends Defendants failed to provide legally compliant meal and rest
25 breaks. Specifically, Plaintiff contends the volume of work Defendants imposed made it difficult if
26 not impossible for the class members to take all required meal and breaks, and further made it
27 difficult to take breaks on a fully compliant basis even when they were able to take one at all.
28 Furthermore, Plaintiff contends Defendants unlawfully restricted how employees used their break

1 time, such as prohibiting naps, requiring supervisor permission to leave the premises, and restricting
2 use of cell phones, such that the Class Members were not relieved of all employer control.

3 15. Defendants deny Plaintiff's contentions, claiming they made meal and rest breaks
4 available to Class Members in compliance with California law. Defendants contend their meal and
5 rest break policies are lawful and that Class Members were frequently reminded, via training and
6 supervisors, that they were required to take all meal and rest breaks. Defendants also contend that
7 time records demonstrate that Class Members took duty-free, timely meal and rest breaks.
8 Defendants contend their meal and rest break policies and practices comported with the flexibility
9 the *Brinker* court held was integral to California's meal and rest period requirements. Finally,
10 Defendants argue that Plaintiff's meal and rest break claims are not susceptible to common proof,
11 as the claims would require individualized inquiry, including whether there was an unlawful
12 companywide policy, whether employees had the opportunity to take meal and rest periods,
13 whether they voluntarily chose to forego their meal and rest periods, and whether Defendants ever
14 prevented them from taking meal and rest periods. Accordingly, Defendants contend these claims
15 are vulnerable to a ruling that class treatment is not appropriate.

16 16. Plaintiff also asserts Defendants' failed to pay for all hours worked, particularly with
17 respect to a few minutes needed to don and doff food safety clothing such as hair nets, aprons, etc.,
18 and also for sometimes "auto deducting" 30 minutes for a meal period even if it didn't last a full
19 30 minutes. Plaintiff further contends Defendants failed to pay all overtime wages at the regular
20 rate of pay, as Defendants failed to incorporate non-discretionary bonuses paid during the same pay
21 periods that overtime wages were earned.

22 17. Plaintiff also contends Defendants required Plaintiff and the Class Members had to
23 use their personal cell phones for work related purposes including communicating with supervisors
24 before and after their shifts. However, Defendants failed to reimburse employees for the use of their
25 personal cell phones. On the other hand, Defendants argued there was no reason for employees to
26 use their own phones while working, and any other use was purely for personal preference and
27 therefore not reimbursable.

28 18. Plaintiff's claims for inaccurate wage statements and waiting time penalties are

1 derivative of the unpaid wage claims. Should those claims fail, Plaintiff's claim for inaccurate wage
2 statements and waiting time penalties would also fail. Defendants also contend they would not be
3 liable for waiting time penalties because a "good faith dispute" exists over the payment of past
4 wages. Further, Defendants contend Plaintiff would have to prove that Defendants "willfully" failed
5 to pay Class Members appropriate wages due upon separation of employment. Defendants contend
6 that any failure to pay wages upon separation was not willful.

7 19. As far as potential PAGA liability, the theoretical civil penalties likely exceed \$5
8 million should Plaintiff prevail on all claims and establish violations of the multiple Labor Code
9 sections at issue. As with the class claims, Plaintiff discounted the potential PAGA penalties based
10 on Defendants' various defenses on the merits and also accounted for the Court's wide discretion
11 to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated
12 \$10,000 to PAGA penalties. Plaintiff submits this amount is reasonable under the circumstances
13 and in line with comparable settlements in other wage and hour class actions in California.
14 Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement,
15 and will be able to weigh in as necessary.

16 20. If the case had not settled, the risk and expense associated with litigation would
17 have been extremely time consuming and expensive. Merits discovery and trial preparation
18 would have been extensive. For example, our attorneys have been involved in smaller sized
19 class/representative cases where, after class certification, the parties undertook merits discovery
20 and still took over 40 depositions and interviewed dozens of additional witnesses before
21 settlement. It is also common now in wage and hour class/representative actions for both sides to
22 retain experts to assess various issues in a case. For instance, it is possible this matter would have
23 required one or more experts, or perhaps a special master, to review and analyze the defendant's
24 time and payroll records in order to calculate the to calculate the exact amount of pay lost to
25 Defendant's time keeping policies, or to undertake an analysis of these issues via a survey and
26 statistical analysis. Indeed, my office found this necessary just for purposes of preparing for
27 mediation. The cost of such experts easily can run into the tens of thousands of dollars.

28 21. The settlement obviates the significant risk that this Court may find any kind of

1 class or representative resolution unachievable or deny certification of all or some of Plaintiff's
2 claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims,
3 continued litigation would be lengthy and expensive as the parties pursued merits discovery, a
4 probable motion to decertify, as well as trial and possible appeals, and would substantially delay
5 any recovery by the class with no assurance of recovering significantly more than the proposed
6 settlement. We also recognize proving the amount of wages and penalties due each Class Member
7 would be an expensive, time-consuming, and uncertain proposition. Finally, should the litigation
8 continue and Plaintiff not prevail at trial, the class members will receive nothing. As with any
9 case, a settlement discount was warranted to account for the fact that continued litigation would
10 have resulted in increased costs and attorney's fees, and would have resulted in significant delay
11 while the parties fought over class certification, merits discovery, trial, and potential appeals, all
12 of which would not necessarily confer significant additional benefit to the class members. While I
13 remain confident in and committed to the merits of Plaintiff's case, we also are realistic about the
14 risks posed by each stage of the case going forward.

15 22. Thus, Plaintiff and I discounted the value of the class claims consistent with the
16 risks discussed above, and carefully weighed the likelihood of the class receiving substantially
17 greater benefit if the litigation continued. We concluded – in light of these very real and substantial
18 risks – settlement on the proposed terms and without prolonged and costly litigation was in the best
19 interests of the class. The overall \$350,000 recovery represents a significant percentage of
20 Defendants' potential exposure and, given Defendants' multi-layered defenses and all other
21 potential risks of continued litigation, a total recovery for the class of \$350,000, which will result
22 in average award of some \$173 per class member, plus additional sums under PAGA, is a
23 significant result well within the range of reasonableness considering all potential outcomes, and it
24 will provide direct monetary awards to all Class Members without further delay.

25 **SETTLEMENT ADMINISTRATION COSTS**

26 23. The settlement provides for a payment to Atticus from the GSA for its services as
27 the Settlement Administrator. As set forth in the Declaration of Bryn Bradley, Atticus has
28 performed and will continue to perform its required duties through final distribution of the

1 settlement funds, and incurred \$18,621.00 in fees and expenses. Accordingly, Plaintiff
2 respectfully requests the Court approve payment of \$18,621 to Atticus from the GSA.

3 **ATTORNEY'S FEES AND COSTS**

4 24. Per the terms of the settlement, up to 33.33% of the gross amount is allocated to
5 payment of reasonable attorney's fees, or \$116,666.67. Here, the parties did not negotiate the
6 inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to
7 the Class was completed. The requested fee and cost award was a product of these arms-
8 length negotiations and fairly reflects the marketplace value of the services rendered by Class
9 Counsel in this case for the reasons addressed herein.

10 25. As is fully detailed in the Trenner Declaration, Class Counsel's efforts
11 included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class,
12 including legal research, research into similar claims and claims against other employers in the
13 same industry, and attempts to locate and contact other ELA employees; (2) drafting a PAGA
14 notice letter; (3) drafting the initial complaint and related documents; (4) case management,
15 including communications with defense counsel, meeting and conferring/preparing case
16 management statements, etc.; (5) drafting a first amended complaint; (6) propounding initial
17 written discovery, (7) lengthy discussions with defense counsel regarding settlement/mediation
18 and informal discovery needed for meaningful settlement discussions; (8) engaging in substantial
19 informal discovery, including propounding informal discovery "requests" and reviewing
20 documents and other information produced; (9) drafting a mediation brief and accompanying
21 damages model after review and analysis of Defendants' informal discovery production; (10)
22 attending an all-day mediation; (11) negotiating and drafting the settlement agreement and related
23 documents; (12) drafting an amended complaint to effectuate the settlement; (13) drafting the
24 motion for preliminary approval, and attending the hearing; (14) administration of the settlement,
25 including communications with the Settlement Administrator and settlement class members; (15)
26 drafting the motion for final approval and motion for attorney's fees, and attending the final
27 approval hearing; and (16) extensive communications with the Plaintiff regarding case status,
28 case investigation and document review, mediation, and settlement terms. A true and correct

1 summary of Crosner Legal's work performed and time expended on this matter is attached hereto
2 as Exhibit 2. Additionally, my office will incur additional time following final approval to, inter
3 alia, respond to class member inquiries, work with the Settlement Administrator on the
4 distribution of settlement funds, and on the compliance hearing.

5 26. I graduated from Trinity Law School in 2017 and joined Mara Law Firm, PC
6 (formerly The Turley and Mara Law Firm, APLC) that same year. I later joined Crosner Legal
7 in 2020 and am currently employed as a senior associate in the wage and hour department. I
8 have solely handled wage and hour class actions and PAGA lawsuits for six (6) years. I
9 routinely write and oppose motions, draft complaints, appear before the Court at law and
10 motion and settlement hearings, engage in the discovery process, including drafting Belaire-
11 West notices and meet and confer letters. I have obtained class certification in the following
12 matters: *Hernandez v. Aviation Port Services, LLC*, Kern County Superior Court Case No.
13 BCV-18-100141. I have also assisted in obtaining millions of dollars for employees in the
14 following court-approved class action and/or representative PAGA settlements: *Michael*
15 *Campbell, et al. v. Symons Emergency Specialities, Inc.*, San Bernardino County Superior Court
16 Case No. CIVDS1903158; *Amber Collins v. Danbarb, Inc., et al.*, Los Angeles County Superior
17 Court Case No. 20STCV44190; *Michael Elridge v. LA Downtown Medical Center, LLC, et al.*,
18 Los Angeles County Superior Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra*
19 *Aluminum Company, et al.*, San Bernardino County Superior Court Case No. CIVDS2010856;
20 *Elaine Moyal v. Cabinets To Go, LLC*, Los Angeles County Superior Court Case No.
21 20STCV32477; *Genevieve Rangel v. Bassett Direct NC, LLC*, Orange County Superior Court
22 Case No. 30-2018-01040101-CU-OE-CXC; *Jacob Buys v. Sizewise Rentals, Inc., et al.*,
23 Sacramento County Superior Court Case No. 34-2018-00225848-CU-OE-GDS; *Alejandro*
24 *Valencia v. VM Tree Service, Inc., et al.*, Riverside County Superior Court Case No.
25 RIC1819395; *Joshua Rael v. Intercontinental Hotels Group Resources, Inc.*, Los Angeles
26 County Superior Court Case No. 19STCV16010; *Angel Cervantez v. Valley Pallet, Inc.*,
27 Sacramento County Superior Court Case No. 34-2018-00234334-CU-OE-GDS; *Tonja*
28 *Edwards-Bloodsaw v. Sandburst Convalescent Group, LTD, et al.*, Los Angeles Superior Court

1 Case No. 19STCV15797; *Moriah Holtegaard, et al. v. Howroyd-Wright Employment Agency,*
2 *Inc. dba AppleOne Corporation Services, et al.,* Central District Court of California, Eastern
3 Division, Case No. 5:20-cv-00509 JGB (KKx); *Jade Findley, et al. v. Avenue5 Residential,*
4 *LLC, et al.,* Los Angeles County Superior Court Case No. 20STCV34633; *Keivan Keyhanzad v.*
5 *Ryan Cars, LLC dba Pomona Kia, et al.,* Riverside County Superior Court Case No.
6 RIC1905276; *Luis Bolanos v. FSC Corporation dba Il Pastaio Restaurant, et al.,* Los Angeles
7 County Superior Court Case No. BC722758; *Loretta Cannon v. Pasadena Hospital Association,*
8 *LTD dba Huntington Hospital,* Los Angeles County Superior Court Case No. 19STCV14554;
9 *Nathan Kapusta v. Cardinale Motors SLO, Inc., et al.,* Kern County Superior Court Case No.
10 BCV-20-101593; and *Jesse McCauley v. Mullahey Ford, Inc., et al.,* San Luis Obispo County
11 Superior Court Case No. 21CV0001.

12 27. Zach Crosner is a 2010 graduate of University San Diego School of Law, and has
13 some 14 years of experience as a practicing attorney, all of which have focused on litigation of
14 employment, labor law, consumer, and class action claims. Following graduation, he
15 immediately began working for a nationally recognized plaintiff's complex litigation firm,
16 CaseyGerry, where he had the fortune of working directly with past presidents of the consumer
17 attorneys and recipients of trial attorneys of the year awards. He also worked for former
18 CAALA and CLAY trial attorney of the year recipient, attorney Conal Doyle, as his sole
19 associate attorney. During his tenure at these firms, he focused on advocating for the rights of
20 consumers and employees in class action litigation, civil rights and employment litigation,
21 catastrophic injuries, insurance bad faith and appellate litigation.

22 28. In 2013, Mr. Crosner founded the law firm of Crosner Legal, P.C. which since its
23 inception has focused almost exclusively on wage and hour class actions and other labor and
24 employment law cases representing plaintiffs. Currently, over ninety percent (90%) of his
25 practice is dedicated exclusively to the prosecution of wage and hour class actions, and Crosner
26 Legal is currently responsible as lead counsel or co-lead counsel for prosecuting well over fifty
27 (50) wage and hour class actions and/or PAGA representative actions in both federal and state
28 courts throughout California.

1 29. Mr. Crosner currently is an executive board member of the Wage and Hour
2 Committee and the Legislative Committee for the California Employment Lawyers Association;
3 a member of the Grassroots Advocacy Team for the National Employment Lawyers
4 Association; Wage and Hour Committee member and Class Action Committee member for the
5 National Trial Lawyers; a member of the American Association for Justice; and member of the
6 Pound Civil Justice Institute. He was selected for 2018-20 by Super Lawyers as a “Southern
7 California Rising Star” for employment and labor law.

8 30. Jamie Serb is a partner with Crosner Legal and head of the firm’s Wage & Hour
9 practice group. She graduated from the University of California, San Diego in 2004 and
10 graduated from California Western School of Law in 2013, and has been a member of the
11 California Bar since 2013. She gained extensive experience in wage and hour litigation,
12 beginning work as a class action attorney in 2015 at the Mara Law Firm, PC (previously Turley
13 & Mara Law Firm, APLC; Turley Law Firm, APLC). She has handled wage and hour class
14 actions and PAGA lawsuits for some 10 years and has assisted in obtaining millions of dollars
15 for employees during her years of practice.

16 31. Branden Hamilton obtained her undergraduate degree from UCLA in 2004, and her
17 law degree from George Washington University in 2007. She has been affiliated with my firm
18 since 2017 and became Of Counsel with Crosner Legal in 2019, and her practice focuses almost
19 exclusively on wage and hour class and representative actions. She has spent her entire career
20 representing plaintiffs in employment litigation, including several years as an associate at well-
21 known plaintiff’s firm Carlin & Buchsbaum.

22 32. Kiara Bramasco received her undergraduate degree, magna cum laude, from
23 Loyola Marymount University in Political Science, and then received her JD from Loyola Law
24 School in 2018. She then spent several years with well-known plaintiff’s firm Moss Bollinger,
25 first as a law clerk and then as an associate, where her practice focused on employment law,
26 particularly wage and hour class action and PAGA litigation. She joined Crosner Legal in 2021.

27 33. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
28 action settlements while serving as lead class counsel in recent years, including but not limited to

1 a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
2 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
3 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
4 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
5 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a
6 \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*
7 *dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and
8 hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160
9 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham*
10 *Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million
11 wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-
12 CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020 in
13 *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super
14 Ct.); a \$2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills*
15 *Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage
16 and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No.
17 CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action
18 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.
19 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply*
20 *Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.)), a \$2.38 million wage and
21 hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.
22 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement
23 in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super.
24 Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*
25 *Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million wage and
26 hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No.
27 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action settlement
28 in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3

1 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No.
2 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class settlement
3 in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); and a
4 \$1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight*
5 *Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.).

6 34. Based upon the qualifications and experience set forth above, the following hourly
7 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M.
8 Crosner \$800/hour, Jamie K. Serb, \$750/hour, Nikki Trenner \$700/hour, Kiara Bramasco
9 \$650/hour, and Branden Hamilton \$600/hour.

10 35. Plaintiff requests the Court apply the above hourly billing rates in this case, as
11 these rates are reasonable in the California legal market for attorneys handling wage and hour
12 class actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side
13 wage and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for
14 partner-level attorneys with experience comparable to mine and to that of my colleagues. These
15 rates have range from \$650 to \$850 per hour for calendar years 2017-2021. Some examples
16 include attorney Matthew Matern of Matern Law Group in Los Angeles, with approximately 26
17 years of experience \$850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with
18 approximately 25 years of experience \$850/hour (2021), Michael Malk of Malk APC in Los
19 Angeles, with approximately 16 years of experience \$650/hour (2018), Michael Singer and Isam
20 Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience
21 respectively, both \$825/hour (2018), Jason Ehrlich of McCormack & Ehrlich LLP in San
22 Francisco, with approximately 17 years of experience \$750/hour (2017), and James Kawahito of
23 Kawahito Law Group in Los Angeles, with approximately 16 years of experience \$750/hour
24 (2020).

25 36. The requested rates also comport with the adjusted Laffey Matrix, which provides
26 that reasonable hourly rates for attorneys with 20+ years of experience, such as Messrs. M.
27 Crosner and Jones is nearly \$1000, and a reasonable rate for an attorney with 10+ years of
28 experience, such as myself and Ms. Serb, is some \$800. The adjusted Laffey Matrix may be

1 found at <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article,
2 “Billable Hours Aren’t the Only Game in Town Anymore,” NATIONAL LAW JOURNAL,
3 which set forth the following hourly billing rates as reported by Sheppard, Mullin, Richter &
4 Hampton, a leading firm in the defense of wage-and-hour class actions that I have opposed when
5 litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd
6 Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435,
7 8th Year - \$455.36

8 37. After the analysis above, Crosner Legal’s lodestar is \$125,995.00, based on 173.1
9 attorney hours spent litigating this case through the filing of this motion. Further, we will almost
10 certainly spend additional time addressing providing supplemental briefing prior to the hearing,
11 addressing settlement administration matters, responding to class member questions, etc.

12 38. As noted, Crosner Legal has represented Plaintiff for some two plus years with
13 respect to this matter and has expended a significant amount of time and resources in that
14 representation. The firm agreed to litigate this case on a purely contingent basis and in so doing
15 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the
16 case with these cases in general. Under all relevant factors (as outlined herein and in the
17 accompanying memorandum), Plaintiff respectfully requests the Court award her counsel the
18 requested fees of \$116,666.67 based on the common fund theory with a corresponding lodestar
19 cross-check and no enhancement.

20 39. This case posed considerable contingent risk, for the reasons addressed above; if
21 there had been recovery then Crosner Legal would not have received any fees for the time
22 invested litigating the case. Throughout the pendency of this case, the firm has received no
23 compensation or reimbursement for its efforts representing Plaintiff and the Class.

24 40. Crosner Legal assumes a great deal of contingent risk in every wage and hour class
25 action it undertakes. Attorneys at my firm have been involved in a number of cases where
26 plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with
27 no return. For example, in a matter alleging misclassification on behalf of a putative class of
28 assistant managers at major restaurant chain, after three years of exceptionally adversarial

litigation and the investment of over 1,000 hours of attorney time and over \$100,000 in costs, the trial court denied plaintiffs' motion for class certification. In another misclassification case on behalf of assistant managers at large restaurant chain, the parties reached a settlement after three years of litigation, secured preliminary approval and completed the notice process to the settlement class, only to have the defendant file for bankruptcy a few days before the final approval hearing. Lastly, in a matter against a large regional bank seeking expense reimbursement of behalf of outside salespersons, after more than a year of combative litigation and shortly before plaintiff's class certification motion was due, the defendant was taken over by federal regulators. In each of these instances the plaintiff's firm received nothing despite the investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

41. Class Counsel's litigation costs and expenses are capped at \$25,000 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$3,388.40
Mediation Fees	\$5,325.00
Case Anywhere	\$1377.90
Expert Witness Fees	\$3,360.00
Postage/Overnight/Fax	\$208.51
PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$13,734.81

42. I therefore respectfully request the Court approve payment of \$13,732.81 in litigation costs and expenses to my firm.

43. For all the foregoing reasons, I respectfully request that the Court approve the settlement in all particulars.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 6th day of August 2024, at San Diego, California.

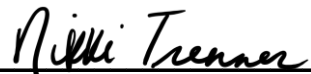

Declarant

Exhibit 1

Exhibit 2

Antoinette Brown v. Ela Foods Inc.
(Los Angeles Superior court Case No. 22STCV26088)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	7.2	3.4	0.0	3.4	6.5
Pleadings and Law and Motion	6.6	0.0	0.0	0.0	9.6
Discovery and Post-Filing Investigation	5.8	7.3	15.9	0.0	0.0
Court Appearances	0.0	0.0	0.6	0.0	0.0
Case Management; Litigation Strategy & Analysis	10.5	8.8	12.7	0.0	0.0
Mediation and Settlement	16.4	20.2	38.2	0.0	0.0
Total Hours	46.5	39.7	67.4	3.4	16.1
Hourly Rate	\$800	\$750	\$700	\$650	\$600
Lodestar	\$37,200	\$29,775	\$47,180	\$2,210	\$9,630

Total Hours: 173.1
Total Lodestar: \$125,995