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9 Attorneys for Plaintiffs JACKIE SHILEVINATZ
10 and SANDRA BRADFORD
11 As individuals on behalf of themselves and
12 on behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JACKIE SHILEVINATZ and SANDRA
BRADFORD, as individuals on behalf of
themselves and on behalf of all others
similarly situated,

Plaintiffs,

v.

AIRPORT TERMINAL SERVICES, INC.,
a Missouri corporation; ALLIANCE
GROUND INTERNATIONAL, LLC, a
Delaware corporation; and DOES 1-100,
inclusive,

Defendants.

Case No.: CIVSB2229072

Assigned for All Purposes to:

Hon. Joseph Ortiz

Dept. S-17

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

Date: December 17, 2024

Time: 1:30 p.m.

Dept.: S-17

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1. I am an attorney duly licensed to practice in California and before this Court, and I am associated with Crosner Legal, PC, counsel of record for plaintiffs. I make this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement and Request for Attorney's Fees and Costs. If called to testify as to the within facts, I would and could competently do so.

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2. Defendant provides ground handling services and passenger services, such as passenger check in and ticketing, passenger boarding, baggage services, and ramp handling services, for various airlines at LAX Airport, John Wayne Airport, Daugherty Field Airport, Ontario International Airport, Norman Y. Mineta San Jose International Airport, San Francisco International Airport, Palm Springs International Airport, and Oakland International Airport. Plaintiff Shilevinatz worked for Defendants for approximately seven years as a gate agent at the Palm Springs and Oakland airports. Plaintiff Bradford worked for Defendants for about a year, from August 2022 to August 2023, performing ticketing counter work, gate agent work, and reservations for Spirit Airlines at the Oakland airport.

3. On October 31, 2022, Plaintiff Shilevinatz filed the underlying class action against Defendants alleging (1) failure to pay all wages due, including both minimum and overtime (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide accurate wage statements; (5) failure to reimburse business expenses; and (6) unfair competition. After exhausting administrative remedies, on April 21, 2023, Plaintiff Shilevinatz filed a First Amended Complaint adding a claim under PAGA based on the same alleged Labor Code violations. She alleged her claims on behalf of a putative class of individuals who worked for Defendants as non-exempt employees in California during the relevant time frame. Plaintiffs initially filed a PAGA only complaint against Defendants in Riverside County on January 3, 2023. After filing her FAC in this matter, she dismissed the Riverside matter without prejudice on May 22, 2023.

1 4. Plaintiffs allege Defendants failed to pay all wages due to the class members
2 because they rounded off employee time punches, which rounding practice resulted in an overall
3 loss of compensable hours worked by the class members. Plaintiffs also claim Defendants failed to
4 include non-discretionary, non-hourly compensation in the calculation of the “regular rate” used to
5 determine the correct overtime rate. As a result, per Plaintiffs, Defendants underpaid for overtime.
6 Plaintiffs further alleged Defendants failed to provide all required meal and rest breaks on a fully
7 compliant basis, and that review of employee time records suggests meal periods frequently were
8 untimely, and that required meal and rest breaks were not provided on shifts over 10 hours.
9 Plaintiffs further contend Defendants did not pay an extra hour of premium pay in lieu of missed
10 or non-compliant breaks. Plaintiffs next contended that they had to use their personal phones on
11 company business without reimbursement, and that their wage statements were inaccurate and did
12 not include all information required by the Labor Code.

13 5. Defendants have at all times denied Plaintiffs’ allegations and maintained their
14 meal break and payroll policies and procedures comply with California law, that they provided
15 employees with required meal and rest breaks, and properly tracked employee time and paid
16 Plaintiffs and all other employees all wages due at the correct hourly and overtime rates.
17 Additionally, Defendants strongly contend the case cannot be maintained as any kind of class or
18 representative action, arguing that to the extent class members missed meal breaks, that such
19 breaks were non-compliant, or that any unpaid “off the clock” work occurred, it was intermittent
20 and infrequent and evidence of such violations would be purely anecdotal, and therefore
21 individualized issues predominate and trial would be unmanageable.

22 6. After Plaintiff Shilevinatz filed her initial complaint, the Parties engaged in
23 substantial meet and confer discussions regarding discovery, potential law and motion, and other
24 case management issues, and ultimately agreed to attempt mediation, and further agreed to explore
25 settlement on a class action basis. Thereafter, the Parties engaged in additional informal discovery
26 to facilitate an exchange of information necessary to engage in a meaningful mediation.
27 Consequently, Plaintiffs’ counsel reviewed payroll records, personnel policies/handbooks, meal
28 break policies, personnel files, and a random sampling of paystubs and time records produced by

1 Defendants for about 20% of the class. Defendants also provided documents and information
2 reflecting the estimated total amount of workweeks and pay periods they worked, number of class
3 members, and average hourly pay rates, among other relevant data. Plaintiffs had this data
4 reviewed and analyzed by consulting experts at Berger Consulting Group to assist with, inter alia,
5 evaluating potential violation rates for missed breaks, calculating time lost due to rounding, and
6 formulating a damages model.

7 7. The Parties then engaged Steven Serratore, Esq., a highly respected mediator with
8 extensive wage and hour class action experience and, on October 26 and November 16, 2024,
9 participated in mediation sessions with Mr. Serratore. The arms-length negotiations were hard-
10 fought and adversarial as the Parties exchanged extensive information on their legal and factual
11 positions, and made numerous offers and counter-offers. After the Parties failed to reach
12 agreement on all major issues after two full days of mediation, Mr. Serratore issued a mediator's
13 proposal that ultimately was accepted by all Parties.

14 8. Finally, in order to fully effectuate the settlement, the Parties stipulated to the filing
15 of Second Amended Complaint adding Plaintiff Bradford as a party-plaintiff and proposed class
16 representative, adding Alliance Ground International, LLC as a defendant, and ensuring all claims
17 and allegations alleged in the various complaints were included in the operative complaint for
18 purposes of settlement.

19 **THE PROPOSED SETTLEMENT TERMS**

20 9. Under the settlement, Defendants will pay \$2,615,000.00 into a common fund, the
21 Gross Settlement Amount ("GSA"). Reasonable attorney's fees of up to one-third of the GSA, or
22 \$871,666.67, actual litigation costs of up to \$20,000, modest enhancement awards of up to \$5,000
23 for each plaintiff, settlement administration costs of no more than \$26,330, and \$30,000 for
24 alleged civil penalties under PAGA, all will be paid from the GSA. The remainder of
25 approximately \$1,657,003 will be allocated among the Participating Class Members based on their
26 total weeks worked during the Class Period. No portion of the GSA will revert to Defendants.

27 10. As noted, the settlement obligates Defendants to pay \$2,615,000 to resolve the
28 Settlement Class's claims, inclusive of attorney's fees and costs. At least \$1,657,003 from the

1 GSA will be distributed to the Participating Class Members. This is a cash settlement that does
2 not require Participating Class Members to submit a claim form to receive their settlement share.
3 Participating Class Members will receive their settlement checks automatically via First Class
4 U.S. Mail. Ten percent of each settlement share will be allocated to wages and the remaining
5 ninety percent will be allocated to expenses, penalties and interest. Defendants will pay any and all
6 applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the
7 Court's approval, any amounts not claimed (because a class member does not cash his or her
8 settlement check) will be forwarded to the California State Controller's Unclaimed Property Fund.

9 11. Each Participating Class Member will receive a share of the Net Settlement
10 Amount based on his or her position held and total weeks worked for Defendants during the Class
11 Period while employed as a non-exempt employee in California. Thus, each Class Member's
12 Individual Settlement Payment will be calculated using criteria typically used in determining
13 appropriate amounts of alleged unpaid wages, unpaid premium wages for missed meal breaks,
14 unreimbursed expenses, and potential statutory penalties under applicable law. These methods are
15 intended to ensure each Class Member receives a portion of the available settlement funds
16 corresponding to the relative value of his or her potential claims. The proposed allocation provides
17 a reasonable way to compensate Class Members based on the amount of time they worked for
18 Defendants, and the number of instances they missed a break, were not provided compensation in
19 lieu of such missed breaks, lost wages due to underpaid overtime, etc.

20 12. All Participating Class Members will be deemed to release Defendants from all
21 claims alleged in the operative complaint, or that could have been brought based on the allegations
22 in the operative complaint, including PAGA claims, from October 31, 2018 through January 8,
23 2024. The release is limited to the claims that were actually pleaded or could have been pleaded
24 based on the alleged facts in the operative complaint.

25 **PAGA PENALTIES**

26 13. The Parties allocated \$30,000 to payment of civil penalties under PAGA for such
27 claims against Defendants, as addressed in more detail below. As required by Labor Code section
28 2699(1)(2), my office gave notice of the settlement and final approval hearing to the LWDA via its

1 online portal. Attached hereto as Exhibit 1 is a true and correct copy of the LWDA's
2 acknowledgement of receipt.

3 **The Proposed Settlement Meets the Dunk and Kullar Factors and is within the Range of**
4 **Reasonableness**

5 14. Prior to mediation, the parties engaged in extensive informal discovery to facilitate
6 settlement discussions. As a result, Plaintiffs reviewed documents and information regarding
7 Defendants' payroll practices, pay stubs and time records for a sampling of pay periods, meal and
8 rest break policies, etc., and information from Defendants regarding class size and breakdown of
9 job positions, work weeks, rates of pay, and other information used to formulate a damages model.
10 Plaintiffs also had this information reviewed by a consulting expert to assist with data analysis and
11 calculating potential damages. Plaintiffs' counsel are confident they obtained sufficient information
12 to enable them to understand the law and facts of this case and make an informed decision regarding
13 the proposed settlement and whether it is in the best interests of the class.

14 15. Using that data, Plaintiffs ran various calculations and estimated Defendants' likely
15 maximum exposure on the class claims at approximately \$26.25 million, including \$89,310 on the
16 rounding claim, \$128,260 on the underpaid overtime/regular rate claim, \$3,096,100 on the meal
17 break claims, \$8,864,700 on the rest break claims, \$505,090 on the expense reimbursement claim,
18 \$3,666,550 on the wage statement claims, and \$9,896,160 on the waiting time penalty claims.

19 16. On the unpaid wage claims, Plaintiffs first alleged Defendants rounded off
20 employee time punches to the nearest quarter hour, which resulted in an overall loss of
21 compensable time and corresponding wages. Here, Plaintiffs allege Defendants time keeping
22 system tracked employee time to the minute and therefore employees could and should have been
23 paid accordingly. On the other hand, Defendants argued that See's Candies v. Superior Court
24 (2012) 210 Cal.App.4th 889 remains good law and that any time rounding was entirely neutral in
25 its overall effect on employee compensation.

26 17. Plaintiffs also alleged employers were not paid all overtime wages due because
27 Defendants did not include certain forms of compensation, such as "incentive bonuses" and "lump
28 sum bonuses," in the "regular rate of pay" used to calculate the correct overtime rate. As a result,

1 Plaintiffs contends Defendants frequently underpaid the Class Members for their overtime. While
2 Plaintiffs believe this is one of the stronger claims, they also recognize the exposure is nominal, as
3 the amount lost typically is only a few dollars per work week.

4 18. On the meal and rest break claims, Plaintiffs contend while Defendants' written
5 break policy violated California law in that it didn't notify employees when they were to take their
6 meal period and failed to notify employees they were entitled to a second meal period during
7 shifts over ten hours. Plaintiffs further noted the policy required supervisors to schedule and
8 approve meal periods and further mandated such scheduling could be varied "to ensure safety
9 and/or customer services is not compromised." Plaintiffs contend their review of the time records
10 produced shows a failure to provide timely first meal periods of at least thirty minutes in 45% of
11 the total shifts over five hours, a lack of second meal periods in 89% of the total shifts over ten
12 hours. Plaintiffs also contend they did not receive proper and timely rest breaks for the same
13 reasons, and particularly due to the supervisors' authority to vary break times "to ensure safety
14 and/or customer services is not compromised."

15 19. In response, Defendants emphasized the written policies are compliant, and that
16 they provided class members with the opportunity to take all required meal and rest breaks and
17 thus met their obligations under the law. Defendants argued further that in light of the compliant
18 policies, whether a class member missed a meal period, received a late meal period, or missed a
19 rest break would have been aberrational and against company policy. Thus, per Defendants, these
20 issues are not amenable to class or representative treatment since their resolution would require
21 individualized inquiries as to why a break was missed or non-compliant.

22 20. On the expense reimbursement claim, Plaintiffs claimed that they and the Class
23 Members regularly had to use their personal phones while on the clock and for work purposes to,
24 inter alia, communicate with supervisors, take pictures of their work, and so on. Per Plaintiffs,
25 Defendants did not pay any reimbursement for use of personal phones. Defendants on the other
26 hand argued that any use of personal mobile devices was unnecessary to perform the job and
27 therefore was purely for personal convenience. If so, then the expense was neither reasonable nor
28 necessary, and therefore no reimbursement was required. Labor Code § 2802.

1 21. On the claims under Labor Code section 226, for inaccurate wage statements,
2 Plaintiffs alleged derivative wage statement violations based on the alleged unpaid wage and
3 meal/rest break violations, and further alleged derivative Labor Code 203 violations for failure to
4 timely pay all wages due on separation of employment. Being derivative, these claims accordingly
5 are subject to the same risks and uncertainties applicable to the primary claims, plus additional
6 risks posed by the need to take into account the discretionary nature of such awards and the “good
7 faith” and other defenses available to Defendant. Thus, while these claims largely are derivative of
8 the unpaid wage claims, they also are subject to additional defenses.

9 22. As far as potential PAGA liability, the allegedly aggrieved employees theoretically
10 are entitled to penalties totaling over \$20 million in civil penalties should Plaintiffs prevail on all
11 claims, establish violations of the multiple Labor Code sections at issue, and recover the maximum
12 allowable penalties. As with the class claims, however, Plaintiffs discounted the potential PAGA
13 penalties based on Defendants’ various defenses on the merits and also accounted for the Court’s
14 wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the
15 Parties allocated \$30,000 to PAGA penalties, and Plaintiffs submit this amount is reasonable under
16 the circumstances and in line with comparable settlements in other wage and hour class actions in
17 California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the
18 settlement, and will be able to weigh in as necessary.

19 23. The settlement obviates the significant risk that this Court may find any kind of
20 class or representative resolution unachievable or deny certification of all or some of Plaintiffs’
21 claims. Furthermore, even if Plaintiffs obtained certification of all or some of the claims,
22 continued litigation would be lengthy and expensive as the parties pursued merits discovery, a
23 probable motion to decertify, as well as trial and possible appeals, and would substantially delay
24 any recovery by the class with no assurance of recovering significantly more than the proposed
25 settlement. While Plaintiffs are confident in the merits of these claims, legitimate controversies
26 exist regarding each one of them. Plaintiffs also recognizes proving the amount of wages and
27 penalties due each Class Member would be an expensive, time-consuming, and uncertain
28 proposition.

1 24. If the case had not settled, the risk and expense associated with litigation would
2 have been extremely time consuming and expensive. Merits discovery and trial preparation would
3 have been extensive. For example, our attorneys have been involved in comparably sized
4 class/representative cases where the parties undertook merits discovery after class certification and
5 eventually took over 40 depositions and interviewed dozens of additional witnesses before the
6 matter finally settled. It is also common now in wage and hour class/representative actions for
7 both sides to retain experts to assess various issues in a case. For instance, it is possible this
8 matter would have required one or more experts, or perhaps a special master, to review and
9 analyze the defendant's time and payroll records in order to calculate the amount to calculate the
10 exact amount of time lost by the class members, or to undertake an analysis of these issues via a
11 survey and statistical analysis. The cost of such experts easily can run into the tens of thousands
12 of dollars. Finally, even if Plaintiffs certified a class, maintained certification through merits
13 discovery and trial, and prevailed at trial, Defendants would almost certainly appeal, thereby
14 delaying payment to the class for several more years.

15 25. Plaintiffs and I counsel 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
18 substantial risks – settlement on the proposed terms and without prolonged and costly litigation
19 was in the best interests of the class. The overall \$2,615,000 recovery represents a significant
20 percentage of Defendants' potential exposure and, given the risks addressed above, a total
21 recovery for the class of \$2,615,000, which will result in average award of some \$435 per class
22 member, is a significant result well within the range of reasonableness considering all potential
23 outcomes, and it will provide direct monetary awards to all Class Members in short order.

24 **SETTLEMENT ADMINISTRATION COSTS**

25 26. The settlement provides for a payment to Rust for its services as the Settlement
26 Administrator. As set forth in the Declaration of Sara Shwermer-Sween, Rust has performed and
27 will continue to perform its required duties through final distribution of the settlement funds and
28

1 incurred \$26,330 in fees and expenses. Plaintiffs accordingly requests the Court approve payment
2 of \$26,330 to Rust from the GSA.

3 **PLAINTIFFS' ENHANCEMENT AWARDS**

4 27. Pursuant to the terms of the settlement, Plaintiffs seek modest incentive awards of
5 \$5,000 each for their service in bringing these claims on behalf of the Class. The requests are
6 reasonable given the risks they undertook on behalf of the Class Members, and by contacting and
7 retaining counsel to pursue these claims, Plaintiffs helped make this settlement possible for the
8 absent Class Members, while shouldering the risk of being liable for Defendant's litigation costs.
9 Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit
10 (discoverable even through a simple google search) for the benefit of other employees, placing
11 each at risk of discrimination by future prospective employers. As set forth in more detail in their
12 respective declarations filed with the preliminary approval motion, among taking many other
13 actions assisting in the successful litigation of this case, both Plaintiffs provided substantial factual
14 information and documents to counsel, attended numerous meetings/phone conferences with
15 counsel to discuss the case, and kept abreast of all significant developments.

16 **ATTORNEY'S FEES AND COSTS**

17 28. Per the terms of the settlement, up to 1/3 of the initial gross amount is allocated to
18 payment of reasonable attorney's fees, or \$871,666.67. Here, the parties did not negotiate the
19 inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to
20 the Class was completed. The requested fee and cost award was a product of these arms-
21 length negotiations and fairly reflects the marketplace value of the services rendered by Class
22 Counsel in this case for the reasons addressed herein.

23 29. Over the two plus years this matter has been pending, Crosner Legal's efforts have
24 included: (1) extensive pre-lawsuit investigation of the claims of Plaintiffs and the putative class,
25 including legal research, research into similar claims and claims against other employers in the
26 same industry, and attempts to locate and contact other employees of the Defendants; (2) drafting
27 a PAGA notice letter; (3) drafting the initial complaint and related documents; (4) case
28 management, including communications with defense counsel, meeting and conferring/preparing

1 case management statements, etc.; (5) lengthy discussions with defense counsel regarding
2 settlement/mediation and informal discovery needed for meaningful settlement discussions;
3 (6) engaging in substantial informal discovery, including propounding informal discovery
4 “requests” and reviewing documents and other information produced; (7) working with a
5 consulting expert on the analysis of Defendants’ production; (8) drafting a mediation brief and
6 accompanying damages model after review and analysis of defendant’s formal and informal
7 discovery production; (9) attending an all-day mediation; (10) negotiating and drafting the
8 settlement agreement and related documents; (11) drafting the consolidated amended complaint to
9 effectuate the settlement; (12) drafting motion for preliminary approval, and attending the hearing;
10 (13) administration of the settlement, including communications with the Settlement
11 Administrator and settlement class members; (14) final approval and attorney’s fees, and attending
12 the final approval hearing; and (15) extensive communications with the Plaintiffs regarding case
13 status, case investigation and document review, mediation, and settlement terms. Additionally,
14 Class Counsel will incur additional time following final approval to, inter alia, respond to class
15 member inquiries, attend to distribution of settlement funds, and on the compliance hearing.
16 Attached hereto as Exhibit 2 is a summary of Crosner Legal’s work performed and time expended
17 on this matter.

18 30. I graduated from Trinity Law School in 2017 and joined Mara Law Firm, PC
19 (formerly The Turley and Mara Law Firm, APLC) that same year. I later joined Crosner Legal in
20 2020 and am currently employed as a senior associate in the wage and hour department. I have
21 solely handled wage and hour class actions and PAGA lawsuits for six (6) years. I routinely
22 write and oppose motions, draft complaints, appear before the Court at law and motion and
23 settlement hearings, engage in the discovery process, including drafting Belaire-West notices
24 and meet and confer letters.

25 31. I have obtained class certification in the following matters: *Hernandez v. Aviation*
26 *Port Services, LLC*, Kern County Superior Court Case No. BCV-18-100141. I have also assisted
27 in obtaining millions of dollars for employees in the following court-approved class action
28 and/or representative PAGA settlements: *Michael Campbell, et al. v. Symons Emergency*

1 *Specialities, Inc.*, San Bernardino County Superior Court Case No. CIVDS1903158; *Amber*
2 *Collins v. Danbarb, Inc., et al.*, Los Angeles County Superior Court Case No. 20STCV44190;
3 *Michael Elridge v. LA Downtown Medical Center, LLC, et al.*, Los Angeles County Superior
4 Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra Aluminum Company, et al.*, San
5 Bernardino County Superior Court Case No. CIVDS2010856; *Elaine Moyal v. Cabinets To Go,*
6 *LLC*, Los Angeles County Superior Court Case No. 20STCV32477; *Genevieve Rangel v. Bassett*
7 *Direct NC, LLC*, Orange County Superior Court Case No. 30-2018-01040101-CU-OE-CXC;
8 *Jacob Buys v. Sizewise Rentals, Inc., et al.*, Sacramento County Superior Court Case No. 34-
9 2018-00225848-CU-OE-GDS; *Alejandro Valencia v. VM Tree Service, Inc., et al.*, Riverside
10 County Superior Court Case No. RIC1819395; *Joshua Rael v. Intercontinental Hotels Group*
11 *Resources, Inc.*, Los Angeles County Superior Court Case No. 19STCV16010; *Angel Cervantez*
12 *v. Valley Pallet, Inc.*, Sacramento County Superior Court Case No. 34-2018-00234334-CU-OE-
13 GDS; *Tonja Edwards-Bloodsaw v. Sandburst Convalescent Group, LTD, et al.*, Los Angeles
14 Superior Court Case No. 19STCV15797; *Moriah Holtegaard, et al. v. Howroyd-Wright*
15 *Employment Agency, Inc. dba AppleOne Corporation Services, et al.*, Central District Court of
16 California, Eastern Division, Case No. 5:20-cv-00509 JGB (KKx); *Jade Findley, et al. v.*
17 *Avenue5 Residential, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV34633;
18 *Keivan Keyhanzad v. Ryan Cars, LLC dba Pomona Kia, et al.*, Riverside County Superior Court
19 Case No. RIC1905276; *Luis Bolanos v. FSC Corporation dba Il Pastaio Restaurant, et al.*, Los
20 Angeles County Superior Court Case No. BC722758; *Loretta Cannon v. Pasadena Hospital*
21 *Association, LTD dba Huntington Hospital*, Los Angeles County Superior Court Case No.
22 19STCV14554; *Nathan Kapusta v. Cardinale Motors SLO, Inc., et al.*, Kern County Superior
23 Court Case No. BCV-20-101593; and *Jesse McCauley v. Mullahey Ford, Inc., et al.*, San Luis
24 Obispo County Superior Court Case No. 21CV0001.

25 32. Zach Crosner is a 2010 graduate of University San Diego School of Law and he
26 has approximately thirteen years of experience as a practicing attorney. For nearly his entire
27 career, his practice has focused on litigation of wage & hour, consumer, and privacy class action
28 and representative action claims. Following graduation he immediately began working for a

1 nationally recognized plaintiff's complex litigation firm, CaseyGerry, where he worked directly
2 with past presidents of the consumer attorneys and recipients of trial attorneys of the year
3 awards. He also worked for other firms that included former CAALA and CLAY trial attorney
4 of the year recipients. While with these firms, he advocated for the rights of consumers and
5 employees in class action litigation, civil rights and employment litigation, catastrophic injuries,
6 insurance bad faith and appellate litigation.

7 33. In 2013, he founded the law firm of Crosner Legal, P.C. which since its inception
8 has focused almost exclusively on plaintiff-side class actions lawsuits representing employees,
9 consumers and other victims. Currently, over ninety percent (95%) of his practice is dedicated
10 exclusively to the prosecution of class actions and representative action lawsuits, and his law
11 firm is currently responsible as lead counsel or co-lead counsel for prosecuting over one hundred
12 (100) active wage and hour class actions and/or PAGA representative actions, as well as a
13 multitude of consumer and privacy class actions, in both federal and state courts throughout
14 California. He has been a direct participant in over one hundred (100) class action and/or
15 representative action settlements where he has been approved as adequate lead counsel.

16 34. Mr. Crosner has been selected by Super Lawyers as a "Southern California Rising
17 Star" for employment and labor law consecutively from 2018 through 2023. Super Lawyers has
18 also named me on their "Up-and-Coming 100" Southern California Rising Stars List for
19 consecutive years from 2021 through 2023. Only 2.5% of lawyers within California are named a
20 Super Lawyer Rising Star and even less are added to their Top Lists. Additionally, he has been
21 selected as a Top 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers, invitation-
22 only organization composed of the premier trial lawyers, from 2019 through 2023. He is an
23 active participant in advocacy groups, including as an executive board member of the Wage and
24 Hour Committee and the Legislative Committee for the California Employment Lawyers
25 Association; a member of the Grassroots Advocacy Team for the National Employment Lawyers
26 Association; Wage and Hour Committee member and Class Action Committee member for the
27 National Trial Lawyers; a member of the American Association for Justice; and a member of the
28 Pound Civil Justice Institute.

1 35. Jamie Serb is a partner with Crosner Legal and head of the firms' Wage & Hour
2 practice group. She graduated from the University of California, San Diego in 2004, graduated from
3 California Western School of Law in 2013, and has been a member of the California Bar since 2013.
4 She gained extensive experience in wage and hour litigation, beginning work as a class action
5 attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley
6 Law Firm, APLC). She joined Crosner Legal on January 4, 2021 as an associate attorney. She has
7 handled wage and hour class actions and PAGA lawsuits for the past several years and has assisted
8 in obtaining millions of dollars for employees during her years of practice.

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

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

20 38. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a
21 1995 graduate *cum laude* of the University of San Diego School of Law, where he was selected to
22 the Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation associate with
23 Ross Dixon & Bell, LLP (now Troutman Pepper LLP), in Orange County, California, where his
24 practice focused on complex business, employment, and insurance coverage disputes. In 2003, he
25 became associated with Dostart Clapp & Coveney, LLP, then one of the premiere plaintiffs' wage
26 and hour class action firms in California. In 2008, he founded the Law Offices of J. Kirk
27 Donnelly, APC and, in January 2019, also became Of Counsel to Crosner Legal, P.C. Since 2003,
28 his practice has focused on representing plaintiffs in wage and hour and consumer law matters,

1 including both class actions and individual matters. He has served as class/lead counsel in over 50
2 wage and hour class and PAGA actions.

3 39. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
4 action settlements while serving as lead class counsel in recent years, including but not limited to a
5 \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*,
6 Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action settlement
7 in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento
8 Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean*
9 *Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a \$1.8 million wage and
10 hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American*
11 *Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and hour class action
12 settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a
13 \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation*
14 *Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million wage and
15 hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-
16 YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v.*
17 *First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a \$2.2
18 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et*
19 *al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage and hour
20 settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No.
21 CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action
22 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.
23 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply*
24 *Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.)), a \$2.38 million wage and
25 hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.
26 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement
27 in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super.
28 Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*

1 *Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million wage and
2 hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No.
3 21STCV18512 (Los Angeles Cty. Super. Ct.).

4 40. Based upon the qualifications and experience set forth above, the following hourly
5 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M. Crosner
6 \$800/hour, Jamie Serb \$750/hour, Nikki Trenner, \$700/hour, Kiara Bramasco \$650/hour, Branden
7 Hamilton \$600/hour, J. Kirk Donnelly \$900/hour.

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

22 42. The requested rates also comport with the adjusted Laffey Matrix, which provides
23 that reasonable hourly rates for attorneys with 20+ years of experience, such as Mr. Donnelly, is
24 around \$1000, and a reasonable rate for an attorney with 10+ years of experience, such as myself
25 Mr. Crosner, and Ms. Serb, is over \$800. The adjusted Laffey Matrix may be found at
26 <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article, "Billable Hours
27 Aren't the Only Game in Town Anymore," NATIONAL LAW JOURNAL, which set forth the
28 following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading firm

1 in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-hour
2 class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335,
3 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.36

4 43. After the analysis above, Crosner Legal's lodestar is \$240,660, based on 324.3
5 attorney hours spent litigating this case through the filing of this motion. Further, we will almost
6 certainly spend additional time addressing settlement administration matters, responding to class
7 member questions, etc.

8 44. As noted, Crosner Legal has represented Plaintiffs for some two plus years with
9 respect to this matter and has expended a significant amount of time and resources in that
10 representation. The firm agreed to litigate this case on a purely contingent basis and in so doing
11 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the
12 case with these cases in general. Under all relevant factors (as outlined herein and in the
13 accompanying memorandum), Plaintiffs respectfully request the Court award their counsel the
14 requested fees of \$871,666.67 based on the common fund theory with a corresponding lodestar
15 cross-check and a reasonable lodestar enhancement of 3.62.

16 45. This case posed considerable contingent risk, for the reasons addressed above; if
17 there had been recovery then my firm would not have received any fees for the time invested
18 litigating the case. Throughout the pendency of this case, my firm has received no compensation
19 or reimbursement for its efforts representing Plaintiffs and the Class.

20 46. Crosner Legal assumes a great deal of contingent risk in every wage and hour class
21 action it undertakes. Attorneys at the firm have been involved in a number of cases where
22 plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with
23 no return. For example, in a matter alleging misclassification on behalf of a putative class of
24 assistant managers at major restaurant chain, after three years of exceptionally adversarial
25 litigation and the investment of over 1,000 hours of attorney time and over \$100,000 in costs, the
26 trial court denied plaintiffs' motion for class certification. In another misclassification case on
27 behalf of assistant managers at large restaurant chain, the parties reached a settlement after three
28 years of litigation, secured preliminary approval and completed the notice process to the

1 settlement class, only to have the defendant file for bankruptcy a few days before the final
2 approval hearing. Lastly, in a matter against a large regional bank seeking expense reimbursement
3 of behalf of outside salespersons, after more than a year of combative litigation and shortly before
4 plaintiff's class certification motion was due, the defendant was taken over by federal regulators.
5 In each of these instances the plaintiff's firm received nothing despite the investment of hundreds
6 of hours of attorney time and thousands of dollars in out-of-pocket costs.

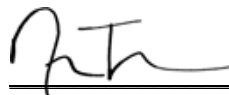
7 47. Class Counsel's litigation costs and expenses are capped at \$20,000 under the terms
8 of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my
9 firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$4,785.47
Mediation Fees	\$25,000.00
Expert Witness Fees	\$4,230.00
Postage/Overnight/Fax	\$99.26
PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$34,189.73

17 48. I therefore respectfully request the Court approve payment of \$20,000.00 in
18 litigation costs and expenses to Crosner Legal per the cap on costs imposed under the Settlement
19 Agreement.

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

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct. Executed this 21st day of November 2024, at Los Angeles
24 California.

25
26 

27 Declarant

EXHIBIT

1

EXHIBIT

2

**Jackie Shilevinatz v. Airport Terminal Services
(San Bernardino Superior Court Case No. CIVSB2229072)**

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Branden Hamilton	Kiara Bramasco	J. Kirk Donnelly
Pre-filing Case Investigation	8.6	0.0	0.0	5.3	5.1	0.0
Pleadings and Law and Motion	12.4	0.0	10.7	0.0	2.0	15.2
Discovery and Post-Filing Investigation	13.5	9.6	18.3	0.0	0.0	0.0
Court Appearances	0.0	0.0	2.8	0.0	0.0	1.0
Case Management; Litigation Strategy & Analysis	24.9	53.8	37.3	0.0	0.0	1.0
Mediation and Settlement	16.5	34.1	38.5	0.0	0.0	0.0
Total Hours	75.9	97.5	107.6	19.0	7.1	17.2
Hourly Rate	\$800	\$750	\$700	\$600	\$650	\$900
Lodestar	\$60,720	\$73,125	\$75,320	\$11,400	\$4,615	\$15,480

Total Hours: 324.3
Total Lodestar: \$240,660