

1 JAMIE K. SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
2 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
3 NIKKI TRENNER, ESQ. (SNB 316007)
nikki@crosnerlegal.com
4 **CROSNER LEGAL, PC**
9440 Santa Monica Blvd. Suite 301
5 Beverly Hills, CA 90210
Tel: (866) 276-7637
6 Fax: (310) 510-6429

7 Attorneys for Plaintiff RENEE MAOZ
As an individual on behalf of herself and
8 on behalf of all others similarly situated and aggrieved

9
10 **SUPERIOR COURT OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 RENEE MAOZ, as an individual on behalf of
13 herself and on behalf of all others similarly
14 situated,

15 Plaintiff,

16 v.

17 DLV VISION MANAGEMENT, LLC, a
18 California limited liability company; DLV
VISION ASC, LLC, a California limited
19 liability company; PAUL J. DOUGHERTY,
M.D., INC., a California corporation; ADV
20 VISION, LLC; a Delaware Limited Liability
Company; and DOES 1-100, inclusive,

21
22 Defendants.
23
24
25
26
27
28

CASE NO. 22STCV33937

Assigned for All Purposes to:
Hon. Carolyn B. Kuhl
Dept. SSC-12

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 4, 2024
Time: 10:00 a.m.
Dept.: SSC-12

extrapolate across the entire class), wage statement exemplars, Defendants' employee handbooks, including Defendants' policies and procedures regarding the payment of wages, the provision of meal and rest breaks, timekeeping policies (including recording hours), issuance of wage statements, and termination wages, expense reimbursement policies, as well as information regarding the number of putative Class Members who are current and former employees, the number of Aggrieved Employees, the number of workweeks throughout the Class Period, and the number of pay periods throughout the PAGA Period. From this information, Plaintiff analyzed Defendants' liability for the claims asserted and, with the assistance of Plaintiff's experts at Berger Consulting Group, the potential exposure and damages.

5. In December 2023, the Parties participated in mediation with Steve Mehta, Esq., a respected wage and hour class action mediator and, after a full day of mediation, reached the proposed settlement. As part of the Settlement, Plaintiff filed a First Amended Complaint adding Defendant ADV Vision, LLC and additional causes of action against Defendants and the FAC is the Operative Complaint for purposes of settlement

SUMMARY OF THE PROPOSED SETTLEMENT

6. Under the settlement Defendants will pay \$341,000 into a common fund, the Gross Settlement Amount (GSA"). Attorney's fees of up to \$113,666.67 (33.33% of the GSA), litigation costs of up to \$10,000, up to \$5,000 for an class representative enhancement to Plaintiff, settlement administration costs of \$8,500, and \$15,000.00 for PAGA civil penalties (of which \$11,250 will go to the California Labor & Workforce Development Agency ("LWDA") for the State's share of civil penalties and \$3,750 will go to eligible Aggrieved Employees), all will be paid from the GSA. The remainder of around \$188,833.33 will be allocated pro rata to the Class Members based on their weeks worked during the Class Period. No portion of the GSA will revert to Defendants.

7. As noted, the settlement obligates Defendants to pay \$341,000 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs. At least \$188,833.33 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that does not require Participating Class Members to submit a claim form to receive their settlement share.

1 Participating Class Members will receive their settlement checks automatically via First Class
2 U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining
3 eighty percent will be allocated to non-wage premiums, penalties, and interest, which allocation is
4 consistent with Defendants' potential liability as discussed below. Defendants will pay any and
5 all applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the
6 Court's approval, any amounts not claimed (because a class member does not cash their
7 settlement check) will be forwarded to the California State Controller's Unclaimed Property
8 Fund.

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

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

23 10. As noted, the Parties allocated \$15,000 from the GSA to resolution of Plaintiff's
24 claims under PAGA, and Plaintiff respectfully requests that the Court approve that amount as fair,
25 reasonable and adequate, and consistent with PAGA's underlying purposes. As required by Labor
26 Code section 2699(1)(2), my office notified the LWDA of the settlement and the final approval
27 hearing via its online portal, and served the motion papers on the LWDA. A true and correct copy
28 of the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

DUNK/KULLAR FACTORS

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

12. First, Plaintiff contends Defendants failed to pay all wages due by requiring Plaintiff and the Class Members to work off the clock before clocking in for their shifts and after clocking out from their shifts each day. Specifically, Plaintiff alleges employees must boot up their computers and log into Defendants' timekeeping system before clocking in for their shifts, and were frequently required to complete training and certification assignments during off-the-clock hours. Per Plaintiff, these tasks could add up to about an hour of unpaid time per week. Plaintiff further contends Defendants failed to pay for certain overtime hours at the correct premium rate for part of the class period, and instead paid for such time at the employee's straight time rate. In response, Defendants contend they accurately tracked employee time and paid class members all wages due as required under applicable law. Defendants further emphasized off the clock work was strictly against company policy, that they were unaware of any such off the clock work. Without taking into consideration any of Defendants' defenses to certification or on the merits, Plaintiff's expert calculated Defendants' maximum exposure for this claim **\$250,600** in damages for unpaid wages based on a total of about 18,914 uncompensated hours worked (i.e., one hour per work week) due to alleged "off the clock" work, and with a further **\$91,600** in damages based on 736 hours of overtime paid at the incorrect rate.

13. Plaintiff next contends Defendants failed to provide legally compliant meal and

1 rest breaks. Specifically, Plaintiff alleges that prior to around October 2022 Defendants did not
2 relinquish control over how Plaintiff and the Class Members utilize their meal and rest period
3 time, as the applicable written policy prohibited “sleeping, loitering, wasting time or interfering
4 with the work of others during regular work hours.” As a result of these policies, Plaintiff and the
5 Class Members were never relieved of all employer control during meal periods.

6 14. Defendants deny Plaintiff’s contentions, claiming they made meal and rest breaks
7 available to Class Members in compliance with California law. Vision contends its meal and rest
8 break policies are lawful and it provided employees with completely duty-free meal and rest
9 breaks. Finally, Defendants argued that Plaintiffs’ meal and rest break claims are not susceptible
10 to common proof, as the claims would require individualized inquiries, including whether there
11 was an unlawful companywide policy, whether employees individual breaks were free from all
12 employer control. Accordingly, Vision contends these claims are vulnerable to a ruling that class
13 treatment is not appropriate. Without taking into consideration any of Defendants’ defenses to
14 certification or on the merits and assuming a 100% violation rate, Plaintiff estimates Vision faces
15 around **\$1,658,000** in damages for meal period violations and around **\$1,806,000** in damages on
16 the rest period violation claim.

17 15. In the expense reimbursement claim, Plaintiff claims she and other class members
18 regularly were required to use personal phones to communicate with supervisors while on duty and to
19 check text guest food orders to the kitchen and to receive work-related calls/messages from
20 supervisors to, for example, obtain authorization to work overtime. Class members also had to
21 download an app to their phones to use for clocking in/out for breaks. Plaintiff claims Defendants paid
22 no reimbursement for this, in violation of California law. Assuming a reimbursement rate of \$5/week
23 for a reasonable proportion of class member cellular plans, Plaintiff estimates Defendants face over
24 **\$94,570** in unpaid reimbursement under Labor Code section 2802. In response, Defendants
25 argued they provided employees with access to all telephones and other electronics need to
26 perform their job duties, that there would no need to use a personal phone to communicate with
27 other employees, and accessing pay records electronically was provided as a convenience and
28 was not strictly necessary. Thus, per Vision, if employees used their personal phones it was

1 purely for their own convenience rather than business necessity and therefore would not be
2 reimbursable.

3 16. As a result of the above alleged violations, Plaintiff alleges Defendants failed to
4 provide accurate wage statements and failed to timely pay all wages that were due and owing
5 upon separation of employment. In response to these derivative claims, Defendants emphasized
6 that, should the primary claims fail, Plaintiff's claim for wage statement violations and waiting
7 time penalties would also fail. Defendants further argued they would not be liable for waiting
8 time penalties because a "good faith dispute" exists over the payment of past wages. Further,
9 Defendants contend Plaintiff would have to prove Defendants "willfully" failed to pay Class
10 Members appropriate wages due upon separation of employment. Without taking into
11 consideration any of Defendants' defenses to certification or on the merits, Plaintiff calculated
12 Defendants' maximum exposure for wage statement violation at about **\$491,650**, and the
13 exposure for waiting time penalties at about **\$847,200** for approximately 166 terminated class
14 members.

15 17. As far as potential PAGA liability, the theoretical civil penalties likely are around
16 \$1.9 million should Plaintiff prevails on all claims, establish violations of the multiple Labor
17 Code sections at issue, and secure the maximum available penalty. As with the class claims,
18 Plaintiff discounted the potential PAGA penalties based on Defendants' various defenses on the
19 merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to
20 award penalties at all. Accordingly, the Parties allocated \$15,000 to PAGA penalties. Plaintiff
21 submits this amount is reasonable under the circumstances and in line with comparable
22 settlements in other wage and hour class actions in California. Additionally, the LWDA has been
23 informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as
24 necessary.

25 18. If the case had not settled, the risk and expense associated with litigation would
26 have been extremely time consuming and expensive. Merits discovery and trial preparation
27 would have been extensive. For example, our attorneys have been involved in smaller sized
28 class/representative cases where, after class certification, the parties undertook merits discovery

1 and still took over 40 depositions and interviewed dozens of additional witnesses before
2 settlement. It is also common now in wage and hour class/representative actions for both sides to
3 retain experts to assess various issues in a case. For instance, it is possible this matter would have
4 required one or more experts, or perhaps a special master, to review and analyze the defendant's
5 time and payroll records in order to calculate the to calculate the exact amount of pay lost to
6 Defendant's time keeping policies, or to undertake an analysis of these issues via a survey and
7 statistical analysis. Indeed, my office found this necessary just for purposes of preparing for
8 mediation. The cost of such experts easily can run into the tens of thousands of dollars.

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

24 20. Thus, Plaintiff and I discounted the value of the class claims consistent with the
25 risks discussed above, and carefully weighed the likelihood of the class receiving substantially
26 greater benefit if the litigation continued. Plaintiff and counsel concluded – in light of these very
27 real and substantial risks – settlement on the proposed terms and without prolonged and costly
28 litigation was in the best interests of the class. The overall \$341,000 recovery represents a

1 significant percentage of Defendants' potential exposure. Given Defendants' multi-layered
2 defenses and all other potential risks of continued litigation, a total recovery for the class of
3 \$341,000, which will result in average award of around \$700 per class member, plus additional
4 sums under PAGA, is a significant result well within the range of reasonableness considering all
5 potential outcomes, and it will provide direct monetary awards to all Class Members without
6 further delay.

7 **PLAINTIFF'S ENHANCEMENT AWARD**

8 21. Pursuant to the terms of the settlement, Plaintiff seeks a modest incentive award
9 of \$5,000 for her service in bringing these claims on behalf of the Class. The request is
10 reasonable given the risks she undertook on behalf of the Class Members. By contacting and
11 retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the
12 absent Class Members, while shouldering the risk of being liable for Defendants' litigation
13 costs. Plaintiff also exposed herself to unwanted notoriety related to filing a public lawsuit
14 (discoverable even through a simple google search) for the benefit of other employees, placing
15 herself at risk of discrimination by future prospective employers. As set forth in more detail in
16 her declaration submitted at preliminary approval, among taking many other actions assisting in
17 the successful litigation of this case, Plaintiff provided substantial factual information and
18 documents to counsel, attended numerous meetings/phone conferences with counsel to discuss
19 the case, and kept abreast of all significant developments.

20 **SETTLEMENT ADMINISTRATION COSTS**

21 22. The settlement provides for a payment to Phoenix from the GSA for its services as
22 the Settlement Administrator. As set forth in the Declaration of Lluvia Islas, Phoenix has
23 performed and will continue to perform its required duties through final distribution of the
24 settlement funds, and incurred \$8,500.00 in fees and expenses. Accordingly, Plaintiff respectfully
25 requests the Court approve payment of \$8,500 to Phoenix from the GSA.

26 **ATTORNEY'S FEES AND COSTS**

27 23. Per the terms of the settlement, up to 33.33% of the gross amount is allocated to
28 payment of reasonable attorney's fees, or \$113,666.67. Here, the parties did not negotiate the

1 inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to
2 the Class was completed. The requested fee and cost award was a product of these arms-
3 length negotiations and fairly reflects the marketplace value of the services rendered by Class
4 Counsel in this case for the reasons addressed herein.

5 24. Crosner Legal's efforts included: (1) extensive pre-lawsuit investigation of the
6 claims of Plaintiff and the putative class, including legal research, research into similar claims
7 and claims against other employers in the same industry, and attempts to locate and contact other
8 Vision employees; (2) drafting a PAGA notice letter; (3) drafting the initial class complaint and
9 related documents, and the initial PAGA complaint and related documents; (4) case management,
10 including communications with defense counsel, meeting and conferring/preparing case
11 management statements, etc.; (5) drafting a first amended complaint; (6) propounding initial
12 written discovery, (7) lengthy discussions with defense counsel regarding settlement/mediation
13 and informal discovery needed for meaningful settlement discussions; (8) engaging in substantial
14 informal discovery, including propounding informal discovery "requests" and reviewing
15 documents and other information produced; (9) drafting a mediation brief and accompanying
16 damages model after review and analysis of Defendants' informal discovery production; (10)
17 attending an all-day mediation; (11) negotiating and drafting the settlement agreement and related
18 documents; (12) drafting an amended complaint to effectuate the settlement; (13) drafting the
19 motion for preliminary approval, and attending the hearing; (14) administration of the settlement,
20 including communications with the Settlement Administrator and settlement class members; (15)
21 drafting the motion for final approval and motion for attorney's fees, and attending the final
22 approval hearing; and (16) extensive communications with the Plaintiff regarding case status,
23 case investigation and document review, mediation, and settlement terms. A true and correct
24 summary of Crosner Legal's hours and work performed is attached hereto as Exhibit 2.
25 Additionally, we will incur additional time following final approval to, inter alia, respond to class
26 member inquiries, work with the Settlement Administrator on the distribution of settlement funds,
27 and on the compliance hearing.

28 25. I graduated from Trinity Law School in 2017 and joined Mara Law Firm, PC

(formerly The Turley and Mara Law Firm, APLC) that same year. I later joined Crosner Legal in 2020 and am currently employed as a senior associate in the wage and hour department. I have solely handled wage and hour class actions and PAGA lawsuits for six (6) years. I routinely write and oppose motions, draft complaints, appear before the Court at law and motion and settlement hearings, engage in the discovery process, including drafting Belaire-West notices and meet and confer letters. I have obtained class certification in the following matters: *Hernandez v. Aviation Port Services, LLC*, Kern County Superior Court Case No. BCV-18-100141. I have also assisted in obtaining millions of dollars for employees in the following court-approved class action and/or representative PAGA settlements: *Michael Campbell, et al. v. Symons Emergency Specialities, Inc.*, San Bernardino County Superior Court Case No. CIVDS1903158; *Amber Collins v. Danbarb, Inc., et al.*, Los Angeles County Superior Court Case No. 20STCV44190; *Michael Elridge v. LA Downtown Medical Center, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra Aluminum Company, et al.*, San Bernardino County Superior Court Case No. CIVDS2010856; *Elaine Moyal v. Cabinets To Go, LLC*, Los Angeles County Superior Court Case No. 20STCV32477; *Genevieve Rangel v. Bassett Direct NC, LLC*, Orange County Superior Court Case No. 30-2018-01040101-CU-OE-CXC; *Jacob Buys v. Sizewise Rentals, Inc., et al.*, Sacramento County Superior Court Case No. 34-2018-00225848-CU-OE-GDS; *Alejandro Valencia v. VM Tree Service, Inc., et al.*, Riverside County Superior Court Case No. RIC1819395; *Joshua Rael v. Intercontinental Hotels Group Resources, Inc.*, Los Angeles County Superior Court Case No. 19STCV16010; *Angel Cervantez v. Valley Pallet, Inc.*, Sacramento County Superior Court Case No. 34-2018-00234334-CU-OE-GDS; *Tonja Edwards-Bloodsaw v. Sandburst Convalescent Group, LTD, et al.*, Los Angeles Superior Court Case No. 19STCV15797; *Moriah Holtegaard, et al. v. Howroyd-Wright Employment Agency, Inc. dba AppleOne Corporation Services, et al.*, Central District Court of California, Eastern Division, Case No. 5:20-cv-00509 JGB (KKx); *Jade Findley, et al. v. Avenue5 Residential, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV34633; *Keivan Keyhanzad v. Ryan Cars, LLC dba Pomona Kia, et al.*, Riverside County Superior Court Case No.

1 RIC1905276; *Luis Bolanos v. FSC Corporation dba Il Pastaio Restaurant, et al.*, Los Angeles
2 County Superior Court Case No. BC722758; *Loretta Cannon v. Pasadena Hospital Association,*
3 *LTD dba Huntington Hospital*, Los Angeles County Superior Court Case No. 19STCV14554;
4 *Nathan Kapusta v. Cardinale Motors SLO, Inc., et al.*, Kern County Superior Court Case No.
5 BCV-20-101593; and *Jesse McCauley v. Mullahey Ford, Inc., et al.*, San Luis Obispo County
6 Superior Court Case No. 21CV0001.

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

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

24 28. Mr. Crosner currently is an executive board member of the Wage and Hour
25 Committee and the Legislative Committee for the California Employment Lawyers Association;
26 a member of the Grassroots Advocacy Team for the National Employment Lawyers
27 Association; Wage and Hour Committee member and Class Action Committee member for the
28 National Trial Lawyers; a member of the American Association for Justice; and member of the

1 Pound Civil Justice Institute. He was selected for 2018-20 by Super Lawyers as a “Southern
2 California Rising Star” for employment and labor law.

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

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

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

22 32. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
23 action settlements while serving as lead class counsel in recent years, including but not limited to
24 a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
25 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
26 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
27 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
28 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a

1 \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*
2 *dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and
3 hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160
4 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v.*
5 *Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.), a
6 \$1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*,
7 Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action
8 settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753
9 (Santa Clara Cty. Super Ct.); a \$2.2 million wage and hour class action settlement in 2021
10 (*Ghorchian, et al. v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super.
11 Ct.)); a \$2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original*
12 *Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1
13 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No.
14 21CV382467 (Santa Clara Cty. Super. Ct.)), a \$1.4 million wage and hour class action settlement
15 in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino
16 Cty. Super. Ct.), a \$2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v.*
17 *Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million
18 wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No.
19 CIVDS1931464 (San Bernardino Cty. Super. Ct.); \$1.015 million wage and hour class action
20 settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco
21 Cty. Super. Ct); and a \$1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v.*
22 *Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a
23 \$1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No.
24 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3 million wage and hour class action
25 settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super.
26 Court); a \$1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case
27 No. 21STCV31479 (Los Angeles Cty. Super. Ct); and a \$1.19 million dollar wage and hour class
28 action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367

1 (Los Angeles Cty. Super. Ct.).

2 33. Based upon the qualifications and experience set forth above, the following hourly
3 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M.
4 Crosner \$800/hour, Jamie K. Serb, \$750/hour, Nikki Trenner \$700/hour, Kiara Bramasco
5 \$650/hour.

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

21 35. The requested rates also comport with the adjusted Laffey Matrix, which provides
22 that reasonable hourly rates for attorneys with 20+ years of experience, such as Messrs. M.
23 Crosner and Jones is nearly \$1000, and a reasonable rate for an attorney with 10+ years of
24 experience, such as myself and Ms. Serb, is some \$800. The adjusted Laffey Matrix may be
25 found at <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article,
26 “Billable Hours Aren’t the Only Game in Town Anymore,” NATIONAL LAW JOURNAL,
27 which set forth the following hourly billing rates as reported by Sheppard, Mullin, Richter &
28 Hampton, a leading firm in the defense of wage-and-hour class actions that I have opposed when

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

4 36. After the analysis above, Crosner Legal's lodestar is \$128,240, based on 178.7
5 attorney hours spent litigating this case through the filing of this motion. Further, we will almost
6 certainly spend additional time addressing providing supplemental briefing prior to the hearing,
7 addressing settlement administration matters, responding to class member questions, etc.

8 37. As noted, Crosner Legal has represented Plaintiff 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), Plaintiff respectfully requests the Court award her counsel the
14 requested fees of \$113,666.67 based on the common fund theory with a corresponding lodestar
15 cross-check and no enhancement.

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

20 39. Crosner Legal assumes a great deal of contingent risk in every wage and hour class
21 action it undertakes. Attorneys at my 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
3 reimbursement of behalf of outside salespersons, after more than a year of combative litigation
4 and shortly before plaintiff's class certification motion was due, the defendant was taken over by
5 federal regulators. In each of these instances the plaintiff's firm received nothing despite the
6 investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

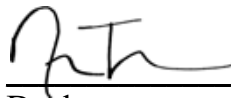
7 40. Class Counsel's litigation costs and expenses are capped at \$10,000 under the
8 terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred
9 by my firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$4,954.60
Mediation Fees	\$9,250.00
Case Anywhere	\$1,146.75
Expert Witness Fees	\$8,120.00
Postage/Overnight/Fax	\$153.56
PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$23,699.91

17 41. Since the actual costs exceed those allowed for in the Settlement Agreement, I
18 respectfully request the Court approve payment of \$10,000 in litigation costs and expenses to
19 Crosner Legal.

20 42 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 31st day of October 2024, at Los Angeles, California.

24
25 

26 Declarant

EXHIBIT

1

EXHIBIT

2

**Renee Maoz vs Dlv Vision Management, LLC, et al.
(Los Angeles Superior court Case No. 22STCV33937)**

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	3.9	0.0	0.0	7.6	5.9
Pleadings and Law and Motion	5.6	0.0	3.7	0.0	12.1
Discovery and Post-Filing Investigation	1.4	8.4	14.6	0.0	0.0
Court Appearances	0.0	0.0	0.0	0.0	0.0
Case Management; Litigation Strategy & Analysis	12.2	16.9	18.2	0.0	0.0
Mediation and Settlement	5.2	24.7	38.3	0.0	0.0
Total Hours	28.3	50.0	74.8	7.6	18.0
Hourly Rate	\$800	\$750	\$700	\$650	\$600
Lodestar	\$22,640	\$37,500	\$52,360	\$4,940	\$10,800

Total Hours: 178.7
Total Lodestar: \$128,240