

1 JAMIE K. SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
2 Nikki Trenner (SBN 316007)
nikki@crosnerlegal.com
3 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@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 JOHNNY GARCIA

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF ORANGE**
11

12 JOHNNY GARCIA, as an individual on
behalf of himself and on behalf of all others
13 similarly situated,

14
15 Plaintiff,

16 v.

17 WIN-DOR, INC., a California corporation;
18 and DOES 1-100, inclusive,

19 Defendants.
20
21
22
23
24
25
26
27
28

Case No.: 30-2022-01290278-CU-OE-CXC

Assigned for All Purposes to:
Hon. Melissa McCormick
Dept. CX-104

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

Date: May 22, 2025
Time: 2:00 p.m.
Dept.: CX-104

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. I am an attorney duly licensed to practice in California and before this Court, and I am a partner with Crosner Legal, counsel of record for plaintiff. I make this declaration in support of Plaintiff's Motion for Final Approval of Class Action and PAGA 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.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2. Defendant WDI manufactures windows and doors for homes and businesses throughout Southern California, and is based in Brea. WDI employed Plaintiff Garcia as a non-exempt general warehouse worker from May 2022 to 2023. Plaintiff typically worked 8-11 hours per day, five days per week.

3. Plaintiff alleges WDI committed a number of Labor Code violations. First, he alleges WDI rounds all time punches to nearest quarter hour, and that rounding favored WDI in its overall application and systematically deprived Plaintiff and the class members of compensable hours worked. Plaintiff also alleges WDI required employees to don and doff protective gear while off the clock, and that WDI “auto deducted” 30 minutes for employee meal breaks even though employees did not always receive a fully 30 minute lunch break. Plaintiff also alleges meal break violations based on an alleged failure to maintain a compliant written policy for at least part of the class period, and “de facto” violations for missed lunch breaks (especially 2nd meal periods), as well as short and late lunches. He also contends WDI’s policies prevented employees from receiving their breaks completely free from all employer control, and they were prohibited from inter alia using social media, taking a nap, leaving the premises, etc., while clocked out on a lunch break. For these same reasons, Plaintiff also contends WDI did not provide proper rest breaks as well. Finally, he alleges he had to purchase his own protective equipment, and use his personal phone for work purposes, all without any reimbursement.

4. Based on these allegations, on November 4, 2022, Plaintiff filed a class action complaint brining claims for (1) unpaid minimum and overtime wages, (2) meal and rest break

1 violations, (3) failure to reimburse expenses, and (4) derivative claims for inaccurate wage
2 statements, failure to pay wages due on separation of employment, and Unfair Competition. On
3 February 16, 2023, Plaintiff filed a first amended complaint that added claims under PAGA based
4 on the same alleged Labor Code violations.

5 5. WDI has at all times denied Plaintiff's allegations and maintained its payroll
6 policies and procedures comply with California law, that it paid the class members all wages due
7 and that its compensation policies properly compensate the class members for all hours worked.
8 WDI further maintains its meal/rest break policies likewise comply with California law, and
9 that it provided its employees with all required breaks on a fully compliant basis. WDI likewise
10 argues there was no need for any employee to use a cell phone for work purposes, and no
11 reimbursement is owed for basic work equipment such as boots or gloves. Defendant also
12 strongly contends the case cannot be maintained as any kind of class or representative action,
13 arguing determining the number of potential off the clock hours worked by each class member, or
14 the reasons for any alleged missed or non-compliant breaks, would result in individualized issues
15 predominating and that a trial on a representative basis would be unmanageable.

16 6. After Plaintiff filed his complaint, the Parties engaged in initial written discovery and, after
17 meeting and conferring regarding discovery, law and motion, and other case management issues, agreed to
18 attempt mediation. The Parties also agreed on a protocol for an exchange of substantial documents and
19 information before the mediation to facilitate the settlement discussions. Consequently, Plaintiff's counsel
20 reviewed payroll records, compensation plans, personnel policies/handbooks, personnel files, and a random
21 of sampling of Class Member paystubs and time records. Defendant also provided data regarding the total
22 number of putative class members, the estimated total amount of workweeks and pay periods they worked,
23 and average pay rates, among other relevant data.

24 7. The Parties then engaged Steve Mehta, Esq., a respected professional neutral with
25 substantial wage and hour and class action experience and, in April 2023, the Parties participated in a full
26 day mediation with Mr. Mehta. Throughout the day, the arms-length negotiations were hard-fought and
27 adversarial as the Parties exchanged extensive information on their legal and factual positions, and made
28 numerous offers and counter-offers. With the mediator's assistance, the Parties were able to reach

1 agreement on all major issues.

2 **THE PROPOSED SETTLEMENT TERMS**

3 8. Under the settlement, WDI will pay \$1,025,000 into a common fund, the Gross
4 Settlement Amount (“GSA”). Attorney’s fees of up to \$341,666.67 (1/3 of the GSA), litigation costs
5 of up to \$20,000 (only \$15,098.33 is requested), settlement administration costs of \$11,082.50, a
6 service award to Plaintiff of no more than \$7,500, and \$30,000 for alleged civil penalties under
7 PAGA, all will be paid from the GSA. The remainder of around \$610,735 will be allocated pro rata
8 among the Class Members based on their total weeks worked during the Class Period. No portion
9 of the GSA will revert to WDI. One additional person was discovered to have been inadvertently
10 excluded from the class list because they were promoted to an exempt position, and WDI agreed to
11 fund their settlement share separately and in addition to the GSA.

12 9. As noted, the settlement obligates WDI to pay \$1,025,000 to resolve the claims of
13 the Settlement, inclusive of attorney’s fees and costs. A minimum of approximately \$610,735 from
14 the GSA will be distributed to the Participating Class Members. This is a cash settlement that does
15 not require Participating Class Members to submit a claim form to receive their settlement share.
16 Participating Class Members will receive their settlement checks automatically via First Class U.S.
17 Mail. Twenty Four (24%) percent of each settlement share will be allocated to wages and the
18 remaining Seventy Six (76%) percent will be allocated to expenses, penalties, and interest, which
19 allocation is consistent with WDI’s potential liability as discussed below. WDI will pay any and all
20 applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the Court’s
21 approval, any amounts not claimed (because a class member does not cash a settlement check) will
22 be forwarded to the State Controller’s Unclaimed Property Fund.

23 10. Each participating Class Member will receive a share of the Net Settlement Amount
24 based on his or her total weeks worked for WDI during the Class Period while employed in a non-
25 exempt position. Thus, each individual Settlement Payment will be calculated using criteria
26 typically used in determining appropriate amounts of unpaid wages, premium wages for meal/rest
27 break violations, unreimbursed expenses, etc., under applicable law. These methods will ensure each
28 Class Member receives a portion of the settlement funds relative to the value of their potential

1 claims. The proposed allocation provides a reasonable way to compensate Class Members based on
2 the amount of time they worked for WDI and the potential hours worked lost due to off the clock
3 work, the number of missed or non-compliant breaks, and so forth.

4 11. All Participating Class Members will release WDI from all claims alleged in the
5 Operative Complaint, or that could have been brought based on the factual allegations in the
6 operative complaint, including FLSA and PAGA claims, during the Class Period. The class and
7 PAGA releases are limited to the claims that were actually pleaded or could have been pleaded
8 based on the alleged facts in the Operative Complaint.

9 12. The Parties allocated \$30,000 of the GSA to payment of civil penalties under PAGA,
10 as addressed below, which amount Plaintiff submits is fair, reasonable and adequate, and consistent
11 with PAGA's underlying purposes. Per Labor Code section 2699(I)(2), Plaintiff gave notice of the
12 settlement and the approval hearing to the LWDA via its online portal, and further served the motion
13 papers on the LWDA as reflected on the accompanying proof of service. A true and correct copy of
14 the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

15 **The Proposed Settlement Meets the Kullar Factors and is within the Range of**
16 **Reasonableness**

17 13. Prior to mediation, the parties engaged in formal and informal discovery to facilitate
18 settlement discussions. Thus, Plaintiff reviewed documents and information regarding WDI's
19 payroll practices, a random sampling of pay stubs and time records for sampling of about 12% of
20 the class members, applicable compensation plans, etc., and information from Defendant regarding
21 class size and breakdown, work weeks/pay periods, rates of pay, and other relevant information.
22 Plaintiff then had that information analyzed by a consulting expert to assist in determining potential
23 violation rates and other data used to formulate a damages model. Plaintiff's counsel are confident
24 they obtained sufficient information to understand the law and facts of this case and make an
25 informed decision regarding the proposed settlement.

26 14. Using that data, Plaintiff's experts estimated WDI's likely maximum exposure
27 approximately \$9,775,500, including about \$160,000 on the unpaid wage claims, about
28 \$1,868,000 on the meal break claims, about \$2,940,000 for the rest break violations, around

1 \$186,500 for unreimbursed expenses, \$1,505,000 for inaccurate wage statements, and about
2 \$3,116,000 in waiting time penalties.

3 15. On the minimum wage issue, Plaintiff claims that he and class members were not
4 paid for all hours worked because WDI's time rounding, donning and doffing, and other de facto
5 policies resulted in "off the clock" work with a corresponding loss of pay. For example, Plaintiff's
6 expert's analysis suggests the time rounding policy favored WDI around 66% of the time,
7 resulting in the loss of over 3,200 compensable hours to the class. In response, WDI argued is
8 timekeeping and payroll practices comply with California law and that any rounding was
9 completely neutral in effect and thus permissible under the law. It also argued any donning and
10 doffing of safety equipment, consisting of gloves, goggles, and reflective vests, did not result in
11 any compensable time, and that it otherwise properly paid all non-exempt employees for all hours
12 worked consistent with California law. Per Defendant, any off the clock work the clock was
13 against company policy and done without the WDI's knowledge. WDI also argued, individualized
14 inquiries would be required to determine if any such time was compensable, and class certification
15 would be inappropriate and any PAGA trial would be unmanageable.

16 16. On the meal break issue, prior to about September 2021, Plaintiff contends WDI's
17 meal policy wasn't compliant and did not inform employees as to the number and timing of their
18 meal periods, nor did it specify 30 minute uninterrupted meal periods. Even after WDI revised that
19 policy, Plaintiff contends it remained problematic in that it still didn't advise employees of the
20 duty-free nature of their meal periods. Coupled with WDI's policies restricting employees from
21 accessing social media while at work, from taking a nap at any point in a shift, from leaving the
22 premises, etc., Plaintiff contends he and the class members received non-compliant meal periods.
23 Plaintiff's expert's analysis supported this conclusion and found approximately a 62-63%
24 violation rate for meal periods. Thus, even if WDI's policies were compliant, it still faced
25 significant exposure for "de facto" violations. For the same reasons, Plaintiff contends WDI's rest
26 break policy likewise was non-compliant and that he and the class members did not receive proper
27 breaks.

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

15 18. On the expense reimbursement claims, Plaintiff alleges he and class members were
16 required to purchase their own safety gear such as steel-toed boots, grip gloves, safety goggles,
17 and a reflective vest, without reimbursement. WDI requires employees to use their personal cell
18 phones to access company information and communicate with supervisors but has failed to
19 reimburse them for the use of their personal cell phones. Per WDI, however, the "safety gear" is
20 nothing more than basic work boots, gloves, etc. and not any kind of specialized gear for which an
21 employer must provide reimbursement. As far as cell phone use, WDI argued there would be no
22 conceivable requirement for employees to use their own phone while at work and, to the extent
23 they did, it would have been purely for personal convenience and therefore not reimbursable.

24 19. Plaintiff's claims for inaccurate wage statements and waiting time penalties are
25 derivative of the unpaid wage claims. Should those claims fail, Plaintiff's claim for inaccurate wage
26 statements and waiting time penalties would also fail. Defendant also contends they would not be
27 liable for waiting time penalties because a "good faith dispute" exists over the payment of past
28 wages. Further, Defendant contends Plaintiff would have to prove that Defendant "willfully" failed

1 to pay Class Members appropriate wages due upon separation of employment. Defendant contends
2 that any failure to pay wages upon separation was not willful.

3 20. As far as potential PAGA liability, the theoretical penalties totaled at least \$5.8
4 million should Plaintiff prevail and establish the alleged minimum wage violations at issue for
5 each pay period. As with the class claims, Plaintiff discounted the potential PAGA penalties for
6 the multi-layered defenses proffered by Defendant on the merits, and further discounted these
7 claims since the Court possesses wide discretion to reduce such penalties even if Plaintiff
8 ultimately prevailed. Accordingly, the Parties allocated \$30,000 to PAGA penalties, which amount
9 is reasonable and in line with comparable settlements in other class actions in California.
10 Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement,
11 and will be able to weigh in as necessary.

12 21. Overall, Defendant raised various defenses to Plaintiff's claims on both class
13 certification and the merits that, if successful, could have negatively impacted Plaintiff's claims or
14 potentially reduced potential damages. Accordingly, Plaintiff faced significant risks going forward
15 with this litigation, and given the need to secure and maintain class certification, prevail at trial,
16 and deal with post-trial appeals, it would have taken years to realize any recovery in this action.

17 22. The settlement obviates the significant risk that this Court may find any kind of
18 class resolution unachievable or might deny certification of all or some of Plaintiff's claims.
19 Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued
20 litigation would be expensive as the parties pursued merits discovery, a probable motion to
21 decertify, as well as trial and possible appeals, and would substantially delay any recovery by the
22 class with no assurance of recovering significantly more than the proposed settlement. Overall,
23 while Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each
24 cause of action. Plaintiff also recognizes proving the amount of wages and penalties due each
25 Class Member would be an expensive and uncertain proposition.

26 23. Plaintiff and I discounted the value of the class claims consistent with the risks
27 discussed above, and carefully weighed the likelihood of the class receiving substantially greater
28 benefit if the litigation continued. We concluded⁸— in light of these very real and substantial risks

1 – settlement on the proposed terms and without prolonged and costly litigation was in the best
2 interests of the class. The overall \$1,025,000 recovery represents a significant percentage of
3 Defendant’s potential exposure and given these risks addressed above, a total recovery for the
4 class of \$1,025,000 is a fair result within the range of reasonableness considering all potential
5 outcomes.

6 **Plaintiff’s Enhancement**

7 24. I respectfully submit a modest incentive award for Plaintiff is appropriate under
8 applicable law. Among taking many other actions assisting in the successful litigation of this case,
9 Plaintiff provided substantial factual information and documents to counsel, attended numerous
10 meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant
11 developments. The service payment provided to Plaintiff as the class representative is typical in
12 class action cases and reasonable. Here, the Settlement Agreement provides for an enhancement of
13 up to \$7,500.00 to Plaintiff. This request is reasonable given the risks he undertook on behalf of
14 the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiff helped
15 make this settlement possible for the absent Class Members, while shouldering the risk of being
16 liable for Defendant’s litigation costs. Plaintiff also exposed himself to unwanted notoriety related
17 to filing a public lawsuit (discoverable even through a simple google search) for the benefit of
18 other employees, placing himself at risk of discrimination by future prospective employers.

19 **SETTLEMENT ADMINISTRATION COSTS**

20 25. The settlement provides for a payment to Phoenix for its services as the Settlement
21 Administrator. As set forth in the Declaration of Lluvia Islas, Phoenix has performed and will
22 continue to perform its required duties through final distribution of the settlement funds and
23 incurred \$11,082.50 in fees and expenses. Accordingly, we respectfully request the Court approve
24 payment of \$11,082.50 to Phoenix from the GSA.

25 **The Attorney's Fees Requested Are Fair and Reasonable and Should Be Approved**

26 26. Per the terms of the settlement, up to one-third of the gross settlement amount is
27 allocated to payment of reasonable attorney’s fees. Here, the parties did not negotiate the
28 inclusion of attorney's fees until after extensive, arms-length bargaining regarding relief to

1 the Class was completed. The requested fee and cost award was a product of these arms-
2 length negotiations and fairly reflects the marketplace value of the services rendered by my
3 office in this case for the reasons addressed herein.

4 27. Over the approximately three years Crosner Legal has been representing
5 Plaintiff with respect to this matter, the firm's efforts included: (1) extensive pre-lawsuit
6 investigation of the claims of Plaintiff and the putative class, including legal research, obtaining
7 Plaintiff's employment records, research into similar claims and claims against other employers in
8 the same industry, and attempts to locate and contact other employees of Defendant; (2) drafting a
9 PAGA notice letter; (3) drafting the initial complaint and related documents; (4) case
10 management, including communications with defense counsel, meeting and conferring/preparing
11 case management statements, etc.; (5) lengthy discussions with defense counsel regarding
12 settlement/mediation and informal discovery needed for meaningful settlement discussions;
13 (6) engaging in substantial informal discovery, including propounding informal discovery
14 "requests" and reviewing documents and other information produced; (7) drafting a mediation
15 brief and accompanying damages model after review and analysis of defendant's informal
16 discovery production; (8) attending an all-day mediation; (9) negotiating and drafting the
17 settlement agreement and related documents; (10) drafting the amended complaint; (11) drafting
18 the motion for preliminary approval and supplemental papers re: changing the notice period;
19 (12) administration of the settlement, communications with the Settlement Administrator and
20 settlement class members; (13) drafting the motion for final approval and motion for attorney's
21 fees, and attending the final approval hearing; and (14) extensive communications with the
22 Plaintiff regarding case status, case investigation and document review, mediation, and settlement
23 terms. Attached hereto as Exhibit 2 are true and correct time records reflecting Crosner Legal's
24 work performed and time expended on this matter through the filing of this motion. Additionally,
25 Class Counsel will incur additional time to attend the final approval hearing and following final
26 approval to, inter alia, respond to class member inquiries, work with the Settlement Administrator
27 on the distribution of settlement funds, and on the compliance hearing.

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

1 (formerly The Turley and Mara Law Firm, APLC) that same year. I later joined Crosner Legal in
2 2020 and am currently employed as a senior associate in the wage and hour department. I have
3 solely handled wage and hour class actions and PAGA lawsuits for six (6) years. I routinely
4 write and oppose motions, draft complaints, appear before the Court at law and motion and
5 settlement hearings, engage in the discovery process, including drafting Belaire-West notices
6 and meet and confer letters. I have obtained class certification in the following matters:
7 *Hernandez v. Aviation Port Services, LLC*, Kern County Superior Court Case No. BCV-18-
8 100141. I have also assisted in obtaining millions of dollars for employees in the following
9 court-approved class action and/or representative PAGA settlements: *Michael Campbell, et al. v.*
10 *Symons Emergency Specialities, Inc.*, San Bernardino County Superior Court Case No.
11 CIVDS1903158; *Amber Collins v. Danbarb, Inc., et al.*, Los Angeles County Superior Court
12 Case No. 20STCV44190; *Michael Elridge v. LA Downtown Medical Center, LLC, et al.*, Los
13 Angeles County Superior Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra*
14 *Aluminum Company, et al.*, San Bernardino County Superior Court Case No. CIVDS2010856;
15 *Elaine Moyal v. Cabinets To Go, LLC*, Los Angeles County Superior Court Case No.
16 20STCV32477; *Genevieve Rangel v. Bassett Direct NC, LLC*, Orange County Superior Court
17 Case No. 30-2018-01040101-CU-OE-CXC; *Jacob Buys v. Sizewise Rentals, Inc., et al.*,
18 Sacramento County Superior Court Case No. 34-2018-00225848-CU-OE-GDS; *Alejandro*
19 *Valencia v. VM Tree Service, Inc., et al.*, Riverside County Superior Court Case No.
20 RIC1819395; *Joshua Rael v. Intercontinental Hotels Group Resources, Inc.*, Los Angeles County
21 Superior Court Case No. 19STCV16010; *Angel Cervantez v. Valley Pallet, Inc.*, Sacramento
22 County Superior Court Case No. 34-2018-00234334-CU-OE-GDS; *Tonja Edwards-Bloodsaw v.*
23 *Sandburst Convalescent Group, LTD, et al.*, Los Angeles Superior Court Case No.
24 19STCV15797; *Moriah Holtegaard, et al. v. Howroyd-Wright Employment Agency, Inc. dba*
25 *AppleOne Corporation Services, et al.*, Central District Court of California, Eastern Division,
26 Case No. 5:20-cv-00509 JGB (KKx); *Jade Findley, et al. v. Avenue5 Residential, LLC, et al.*,
27 Los Angeles County Superior Court Case No. 20STCV34633; *Keivan Keyhanzad v. Ryan Cars,*
28 *LLC dba Pomona Kia, et al.*, Riverside County Superior Court Case No. RIC1905276; *Luis*

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

7 29. 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 30. 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 31. 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 Association;
27 Wage and Hour Committee member and Class Action Committee member for the National Trial
28 Lawyers; a member of the American Association for Justice; and member of the Pound Civil

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

3 32. 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 33. Branden Hamilton obtained her undergraduate degree from UCLA in 2004, and her
12 law degree from George Washington University in 2007. She has been affiliated with my firm since
13 2017 and became Of Counsel with Crosner Legal in 2019, and her practice focuses almost
14 exclusively on wage and hour class and representative actions. She has spent her entire career
15 representing plaintiffs in employment litigation, including several years as an associate at well-
16 known plaintiff’s firm Carlin & Buchsbaum.

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

22 35. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a
23 1995 graduate *cum laude* of the University of San Diego School of Law, where he was selected to
24 the Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation associate with
25 Ross Dixon & Bell, LLP (now Troutman Pepper Locke LLP), in Orange County, California,
26 where his practice focused on complex business, employment, and insurance coverage disputes.
27 In 2003, he became associated with Dostart Clapp & Coveney, LLP, then one of the premiere
28 plaintiffs’ wage and hour class action firms in California. In 2008, he founded the Law Offices of

1 J. Kirk Donnelly, APC and, in January 2019, also became Of Counsel to Crosner Legal, P.C.
2 Since 2003, his practice has focused on representing plaintiffs in wage and hour and consumer law
3 matters, including both class actions and individual matters. He has served as class/lead counsel
4 in over 50 wage and hour class and PAGA actions.

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

1 in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super.
2 Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*
3 *Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million wage and
4 hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No.
5 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action settlement
6 in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3
7 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No.
8 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class settlement
9 in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); and a
10 \$1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight*
11 *Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.).

12 37. Based upon the qualifications and experience set forth above, the following hourly
13 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M.
14 Crosner \$800/hour, Jamie K. Serb, \$750/hour, Nikki Trenner \$700/hour, Kiara Bramasco
15 \$650/hour, J. Kirk Donnelly \$900/hour and Branden Hamilton \$600/hour.

16 38. Plaintiff requests the Court apply the above hourly billing rates in this case, as these
17 rates are reasonable in the California legal market for attorneys handling wage and hour class
18 actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side wage
19 and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for partner-level
20 attorneys with experience comparable to mine and to that of my colleagues. These rates have
21 range from \$650 to \$850 per hour for calendar years 2017-2021. Some examples include attorney
22 Matthew Matern of Matern Law Group in Los Angeles, with approximately 26 years of
23 experience \$850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with approximately
24 25 years of experience \$850/hour (2021), Michael Malk of Malk APC in Los Angeles, with
25 approximately 16 years of experience \$650/hour (2018), Michael Singer and Isam Khoury of
26 Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience respectively, both
27 \$825/hour (2018), Jason Ehrlich of McCormack & Ehrlich LLP in San Francisco, with
28 approximately 17 years of experience \$750/hour (2017), and James Kawahito of Kawahito Law

1 Group in Los Angeles, with approximately 16 years of experience \$750/hour (2020).

2 39. The requested rates also comport with the adjusted Laffey Matrix, which provides
3 that reasonable hourly rates for attorneys with 20+ years of experience, such as Messrs. M.
4 Crosner and Jones is nearly \$1000, and a reasonable rate for an attorney with 10+ years of
5 experience, such as myself and Ms. Serb, is some \$800. The adjusted Laffey Matrix may be found
6 at <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article, "Billable
7 Hours Aren't the Only Game in Town Anymore," NATIONAL LAW JOURNAL, which set forth
8 the following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading
9 firm in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-
10 hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year -
11 \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.³⁶

12 40. After the analysis above, Crosner Legal's lodestar is \$163,210.00, based on 222.0
13 attorney hours spent litigating this case through the filing of this motion. Further, we will almost
14 certainly spend additional time addressing providing supplemental briefing prior to the hearing,
15 addressing settlement administration matters, responding to class member questions, etc.

16 41. As noted, Crosner Legal has represented Plaintiff for some two plus years with
17 respect to this matter and has expended a significant amount of time and resources in that
18 representation. The firm agreed to litigate this case on a purely contingent basis and in so doing
19 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the
20 case with these cases in general. Under all relevant factors (as outlined herein and in the
21 accompanying memorandum), Plaintiff respectfully requests the Court award her counsel the
22 requested fees of \$163,310.00 based on the common fund theory with a corresponding lodestar
23 cross-check and a reasonable upward modifier of 2.09.

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

28 43. Crosner Legal assumes a great deal of contingent risk in every wage and hour class

1 action it undertakes. Attorneys at my firm have been involved in a number of cases where
2 plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with
3 no return. For example, in a matter alleging misclassification on behalf of a putative class of
4 assistant managers at major restaurant chain, after three years of exceptionally adversarial
5 litigation and the investment of over 1,000 hours of attorney time and over \$100,000 in costs, the
6 trial court denied plaintiffs' motion for class certification. In another misclassification case on
7 behalf of assistant managers at large restaurant chain, the parties reached a settlement after three
8 years of litigation, secured preliminary approval and completed the notice process to the
9 settlement class, only to have the defendant file for bankruptcy a few days before the final
10 approval hearing. Lastly, in a matter against a large regional bank seeking expense reimbursement
11 of behalf of outside salespersons, after more than a year of combative litigation and shortly before
12 plaintiff's class certification motion was due, the defendant was taken over by federal regulators.
13 In each of these instances the plaintiff's firm received nothing despite the investment of hundreds
14 of hours of attorney time and thousands of dollars in out-of-pocket costs.

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

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$2,563.33
Mediation Fees	\$10,150.00
Expert Witness Fees	\$2,310.00
PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$15,098.33

25 45. I therefore respectfully request the Court approve payment of \$15,098.33 in
26 litigation costs and expenses to Crosner Legal.

27 /////

28 /////

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

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct. Executed this 30th day of April 2025, at Los Angeles, California.

5
6
7 

8 _____
Declarant

EXHIBIT

1

EXHIBIT

2

Johnny Garcia vs. Win-Dor, Inc., et al
Orange County Superior Court Case No. 30-2022-01290278-CU-OE-CXC

SUMMARY OF ATTORNEY TIME / LODESTAR FEES

Total Attorneys' Hours: 222.00
Total Lodestar Fees: \$163,210.00

FIRM/ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
CROSNER LEGAL, PC				
Nikki Trenner	2017	100.9	\$700	\$70,630.00
Zachary Crosner	2010	46.5	\$800	\$37,200.00
Jamie Serb	2013	43.5	\$750	\$32,625.00
Kiara Bramasco	2018	6.9	\$650	\$4,485.00
Branden Hamilton	2011	11.7	\$600	\$7,020.00
J. Kirk Donnelly	1995	12.5	\$900	\$11,250.00
TOTAL**	--		--	

***** This does not include anticipated attorney time to take the case through the approval process, attend the hearing and any supplemental hearings, provide supplemental briefings or declarations, work with defense counsel and settlement administrator regarding funding, distribution, tax forms, answer settlement group member questions, etc.***

Crosner Legal Time Report Detailed

Johnny Garcia vs. Win-Dor, Inc., et al
Orange County Superior Court Case No. 30-2022-01290278-CU-OE-CXC

Nikki Trenner

Attorney	Hourly Rate	Time Spent	Fee	Description of Work Performed
Nikki Trenner	\$700	1.6	\$1,120	Call with client
Nikki Trenner	\$700	4.1	\$2,870	Draft, review, revise discovery requests
Nikki Trenner	\$700	2.8	\$1,960	Draft, review, revise FAC
Nikki Trenner	\$700	0.1	\$70	Provide case update to client
Nikki Trenner	\$700	2.7	\$1,890	Review ROA; draft CMC statement; emails with OC; finalize joint statement
Nikki Trenner	\$700	0.2	\$140	Review ROA
Nikki Trenner	\$700	0.7	\$490	Call with OC; emails to mediators
Nikki Trenner	\$700	1.3	\$910	Draft, review, revise informal discovery requests
Nikki Trenner	\$700	0.2	\$140	Provide case update to client
Nikki Trenner	\$700	0.5	\$350	Emails with OC; emails with mediator
Nikki Trenner	\$700	12.3	\$8,610	Review documents produced; emails with expert; call with expert
Nikki Trenner	\$700	0.8	\$560	Call with client
Nikki Trenner	\$700	9.8	\$6,860	Review and analyze informal discovery responses from Defendant
Nikki Trenner	\$700	9.7	\$6,790	Draft, review, revise, finalize mediation brief
Nikki Trenner	\$700	10.2	\$7,140	Prep for and attend mediation
Nikki Trenner	\$700	8.8	\$6,160	Draft SA, class notice, exclusion form, dispute form; email to OC; emails to administrators
Nikki Trenner	\$700	0.2	\$140	Emails with settlement administrators
Nikki Trenner	\$700	2.1	\$1,470	Review and revise SA and supporting docs; emails with OC
Nikki Trenner	\$700	0.3	\$210	Respond to email from OC; text to client; review changes to SA
Nikki Trenner	\$700	1.4	\$980	Call with client; email to OC
Nikki Trenner	\$700	0.7	\$490	Review and revise Joint Statement; review ROA; email to OC; finalize joint statement

Johnny Garcia vs. Win-Dor, Inc., et al
Orange County Superior Court Case No. 30-2022-01290278-CU-OE-CXC

Nikki Trenner	\$700	0.3	\$210	Review ROA
Nikki Trenner	\$700	0.2	\$140	Review Minute Order
Nikki Trenner	\$700	0.4	\$280	Email to OC re status of SA; respond to email from OC
Nikki Trenner	\$700	2.9	\$2,030	Draft, review, revise SAC
Nikki Trenner	\$700	0.3	\$210	Provide case update to client
Nikki Trenner	\$700	0.1	\$70	Email to OC
Nikki Trenner	\$700	0.4	\$280	Emails with OC; call with client
Nikki Trenner	\$700	0.6	\$420	Calls with client; emails with OC
Nikki Trenner	\$700	1.6	\$1,120	Emails with OC; call with OC; calls with client
Nikki Trenner	\$700	2.2	\$1,540	Review and revise SA; email to OC
Nikki Trenner	\$700	0.4	\$280	Emails with OC
Nikki Trenner	\$700	3.3	\$2,310	Revise and finalize SA; email to OC; finalize SAC for filing
Nikki Trenner	\$700	2.8	\$1,960	Review OC's revisions to SA and class notice; draft, review, and revise stipulation to file SAC; email to OC
Nikki Trenner	\$700	1.2	\$840	Finalize stipulation to file SAC; finalize SA; emails with OC
Nikki Trenner	\$700	1.5	\$1,050	Call with client
Nikki Trenner	\$700	2.1	\$1,470	Emails to OC; circulate SA for signatures; prep PA motion
Nikki Trenner	\$700	2.3	\$1,610	Review ROA; draft joint statement; emails with OC
Nikki Trenner	\$700	1.1	\$770	Revise Joint Statement and submit for filing; emails with OC
Nikki Trenner	\$700	2.6	\$1,820	Review tentative ruling; draft amendment to SA; revise class notice; email to OC
Nikki Trenner	\$700	0.5	\$350	Review ROA; email to OC; call with client
Nikki Trenner	\$700	1.8	\$1,260	Finalize amendment; call with client; circulate amendment for signature
Nikki Trenner	\$700	0.5	\$350	Finalize fully executed amendment

Johnny Garcia vs. Win-Dor, Inc., et al
Orange County Superior Court Case No. 30-2022-01290278-CU-OE-CXC

Nikki Trenner	\$700	0.7	\$490	Review PA Order; revise class notice; emails with OC
Nikki Trenner	\$700	0.6	\$420	Emails with settlement administrator
TOTAL:	--	100.9	\$70,630	--

Johnny Garcia vs. Win-Dor, Inc., et al
Orange County Superior Court Case No. 30-2022-01290278-CU-OE-CXC

Crosner Legal Time Report Detailed
Zachary Crosner

Attorney	Hourly Rate	Time Spent	Fee	Description of Work Performed
Zachary Crosner	\$800	3.5	\$2,800.00	Reviewed intake, records produced by client, follow up info, research specific issues
Zachary Crosner	\$800	4.8	\$3,840.00	Prelitigation strategy session; research & discuss case theories, previous cases against company, etc., previously filed cases search
Zachary Crosner	\$800	3.7	\$2,960.00	Review/revise of PAGA Notice
Zachary Crosner	\$800	5.1	\$4,080.00	Review/revisions of complaint, entities to include
Zachary Crosner	\$800	0.7	\$560.00	Review/revise 2810.3 and discuss entities
Zachary Crosner	\$800	0.8	\$640.00	Review of Def's answer to complaint
Zachary Crosner	\$800	1.5	\$1,200.00	Discussion & research related re. counsel in another case about potential overlapping claims
Zachary Crosner	\$800	0.8	\$640.00	Further analysis & discussion re. previously filed cases
Zachary Crosner	\$800	3.3	\$2,640.00	Internal discussions re. mediation, mediator proposal, scheduling etc.; review informal discovery requests for mediation;
Zachary Crosner	\$800	7.3	\$5,840.00	Review of & discussion re. defendant's mediation production
Zachary Crosner	\$800	4.1	\$3,280.00	Review of & discussion re. of expert's exposure analysis
Zachary Crosner	\$800	5.5	\$4,400.00	Review/revise mediation brief & mediation prep

Johnny Garcia vs. Win-Dor, Inc., et al
Orange County Superior Court Case No. 30-2022-01290278-CU-OE-CXC

Zachary Crosner	\$800	1.7	\$1,360.00	Review settlement agreement
Zachary Crosner	\$800	3.7	\$2,960.00	Review/revise approval motion and accompanying moving papers
TOTAL:	--	46.5	37,200.00	--

Johnny Garcia vs. Win-Dor, Inc., et al
Orange County Superior Court Case No. 30-2022-01290278-CU-OE-CXC

Crosner Legal Time Report Detailed
Jamie Serb

Attorney	Hourly Rate	Time Spent	Fee	Description of Work Performed
Jamie Serb	\$750	3.8	\$2,850	review case file, intake, complaint, and assign to associate
Jamie Serb	\$750	0.2	\$150	r/r em re case assignment
Jamie Serb	\$750	0.2	\$150	r/r em exchange re service of complaint
Jamie Serb	\$750	0.2	\$150	r/r em exchange re NAR
Jamie Serb	\$750	0.3	\$225	r/r em exchange re Plf's discovery requests; mediation
Jamie Serb	\$750	0.3	\$225	r/r em exchange re strategy
Jamie Serb	\$750	0.4	\$300	internal discussion re mediation, suggested mediators, strategy
Jamie Serb	\$750	0.2	\$150	review documents from mediator's office
Jamie Serb	\$750	0.3	\$225	review ems re meet and confer
Jamie Serb	\$750	0.4	\$300	review answer
Jamie Serb	\$750	0.3	\$225	em exchange re PAGA claims and strategy
Jamie Serb	\$750	0.1	\$75	review em exchange re 2810.3
Jamie Serb	\$750	0.2	\$150	f/u re status of amended complaint
Jamie Serb	\$750	0.4	\$300	review redlined FAC draft
Jamie Serb	\$750	0.1	\$75	f/u re status of informal docs
Jamie Serb	\$750	0.3	\$225	review PAGA Answer
Jamie Serb	\$750	0.2	\$150	internal discussion re mediation, claims

Johnny Garcia vs. Win-Dor, Inc., et al
Orange County Superior Court Case No. 30-2022-01290278-CU-OE-CXC

Jamie Serb	\$750	0.3	\$225	rev em exch re expert analysis
Jamie Serb	\$750	0.2	\$150	rev em re claims analysis
Jamie Serb	\$750	0.3	\$225	rev em exch re informal production
Jamie Serb	\$750	0.1	\$75	internal discussion re handbooks
Jamie Serb	\$750	0.2	\$150	review ems fr expert re demographics
Jamie Serb	\$750	2.1	\$1,575	review mediation brief and expert analysis
Jamie Serb	\$750	0.1	\$75	review mediation agreement and sign
Jamie Serb	\$750	0.2	\$150	internal discussion re outstanding info needed for mediation
Jamie Serb	\$750	4.9	\$3,675	review documents produced for mediation; note docs supporting claims
Jamie Serb	\$750	0.2	\$150	review draft MOU
Jamie Serb	\$750	10.3	\$7,725	prepare for and attend mediation
Jamie Serb	\$750	0.1	\$75	r/r mediator's em re settlement
Jamie Serb	\$750	0.2	\$150	em exch re MOU
Jamie Serb	\$750	0.1	\$75	review em re mediator's invoice
Jamie Serb	\$750	0.2	\$150	review separation agreement
Jamie Serb	\$750	0.2	\$150	rev em exch re status of agreements
Jamie Serb	\$750	0.1	\$75	internal em re settlement agreement
Jamie Serb	\$750	0.2	\$150	internal discussion re status of settlement docs
Jamie Serb	\$750	0.1	\$75	review 6.12.23 MO
Jamie Serb	\$750	0.1	\$75	internal discussion re status of signatures on settlement
Jamie Serb	\$750	0.3	\$225	review draft SAC

Johnny Garcia vs. Win-Dor, Inc., et al
Orange County Superior Court Case No. 30-2022-01290278-CU-OE-CXC

Jamie Serb	\$750	0.3	\$225	review tentative ruling re approval
Jamie Serb	\$750	0.1	\$75	r/r em re status of signatures on SA
Jamie Serb	\$750	0.3	\$225	review em exch re status of filing MPA
Jamie Serb	\$750	0.2	\$150	em exch re MPA motion
Jamie Serb	\$750	2.3	\$1,725	review MPA draft docs
Jamie Serb	\$750	0.3	\$225	review em exch re filing of MPA
Jamie Serb	\$750	0.1	\$75	review 9.11.23 MO
Jamie Serb	\$750	0.2	\$150	em re docs needed for MPA
Jamie Serb	\$750	2.1	\$1,575	review suppl MPA docs
Jamie Serb	\$750	0.3	\$225	review tentative; respond to em re same
Jamie Serb	\$750	0.1	\$75	em re MFA hearing
Jamie Serb	\$750	0.1	\$75	em re status of MPA order
Jamie Serb	\$750	0.3	\$225	review class notice template; approve for mailing
Jamie Serb	\$750	0.3	\$225	review em fr admin re preliminary calculations
Jamie Serb	\$750	0.1	\$75	review em fr admin re mailing completion
Jamie Serb	\$750	0.1	\$75	reivew weekly admin report
Jamie Serb	\$750	0.1	\$75	review weekly admin report
Jamie Serb	\$750	0.1	\$75	review weekly admin report
Jamie Serb	\$750	0.1	\$75	review weekly admin report
Jamie Serb	\$750	0.2	\$150	review ems re missed class members
Jamie Serb	\$750	0.4	\$300	internal discussion re class members left out
Jamie Serb	\$750	0.2	\$150	review stipulation re MFA
Jamie Serb	\$750	0.1	\$75	review weekly admin report

Johnny Garcia vs. Win-Dor, Inc., et al
Orange County Superior Court Case No. 30-2022-01290278-CU-OE-CXC

Jamie Serb	\$750	0.3	\$225	em exchange re status of class data
Jamie Serb	\$750	0.3	\$225	em exchange re class data delay and stip to move MFA
Jamie Serb	\$750	0.3	\$225	call w/ OC re class data - need staffing EE data
Jamie Serb	\$750	0.1	\$75	review 11.20.24 MO
Jamie Serb	\$750	0.1	\$75	em re staffing employee data
Jamie Serb	\$750	0.1	\$75	f/u em re staffing employee data
Jamie Serb	\$750	0.3	\$225	em exch re unresponsive staffing agencies
Jamie Serb	\$750	0.1	\$75	em to admin re notice mailing delay
Jamie Serb	\$750	0.1	\$75	r/r em re one staffing agency's response
Jamie Serb	\$750	0.1	\$75	f/u em re unresponsive staffing agencies
Jamie Serb	\$750	1.6	\$1,200	research staffing agencies and wheter they're represented in other cases
Jamie Serb	\$750	0.2	\$150	em exch re reaching out to counsel for unresponsive staffing agencies
Jamie Serb	\$750	0.4	\$300	em to counsel for unresponsive agencies re settlement and need for class data
Jamie Serb	\$750	0.6	\$450	em exch re needed data from unresponsive agencies
Jamie Serb	\$750	0.2	\$150	em settlement admin re counsel assisting with class data issues
Jamie Serb	\$750	0.3	\$225	em exch re Fairway Staffing ee data
Jamie Serb	\$750	0.1	\$75	f/u em re Fairway data
Jamie Serb	\$750	0.2	\$150	em settlement admin re counsel for Fairway
Jamie Serb	\$750	0.1	\$75	em settlement admin new MFA date

Johnny Garcia vs. Win-Dor, Inc., et al
Orange County Superior Court Case No. 30-2022-01290278-CU-OE-CXC

Jamie Serb	\$750	0.2	\$150	review settlement admin's preliminary calculations
Jamie Serb	\$750	0.1	\$75	review admin's confirmation of mailing
Jamie Serb	\$750	0.1	\$75	review weekly admin report
Jamie Serb	\$750	0.1	\$75	review weekly admin report
Jamie Serb	\$750	0.1	\$75	review weekly admin report
Jamie Serb	\$750	0.1	\$75	review weekly admin report
Jamie Serb	\$750	0.1	\$75	review weekly admin report
Jamie Serb	\$750	0.1	\$75	review weekly admin report
Jamie Serb	\$750	0.1	\$75	review weekly admin report
Jamie Serb	\$750	0.2	\$150	r/r internal ems re MFA filing
TOTAL:	--	43.5	\$32,625.00	--

Johnny Garcia vs. Win-Dor, Inc., et al
Orange County Superior Court Case No. 30-2022-01290278-CU-OE-CXC

Crosner Legal Time Report Detailed
Branden Hamilton

Attorney	Hourly Rate	Time Spent	Fee	Description of Work Performed
Branden Hamilton	\$600	1.8	\$1080	Review client intake, research defendant, review deft document production, and prepare Prelit Case Analysis
Branden Hamilton	\$600	5.1	\$3,060	Draft Class Complaint, draft and review internal email communications re revisions, draft and review emails re filing of complaint and service
Branden Hamilton	\$600	4.8	\$2,880	Review client's file, internal discussion re possible background check violation, draft PAGA Notice, draft and review emails re filing and service of PAGA Notice
Branden Hamilton				
TOTAL:	--	11.7	\$7,020	--

Crosner Legal Time Report Detailed
Kiara Bramasco

Attorney	Hourly Rate	Time Spent	Fee	Description of Work Performed
Kiara Bramasco	\$650	1.3	\$845	Drafting Second Amended Complaint
Kiara Bramasco	\$650	1.2	\$780	Drafting First Amended Complaint
Kiara Bramasco	\$650	0.2	\$130	Emails re 2810.3 Notice
Kiara Bramasco	\$650	0.4	\$260	Review of 2810.3 Notice
Kiara Bramasco	\$650	0.6	\$390	Review of Records
Kiara Bramasco	\$650	0.1	\$65	Call to opposing counsel re Records Request
Kiara Bramasco	\$650	0.2	\$130	Emails re Service of Complaint
Kiara Bramasco	\$650	0.4	\$260	Review of Class Complaint

Johnny Garcia vs. Win-Dor, Inc., et al
Orange County Superior Court Case No. 30-2022-01290278-CU-OE-CXC

Kiara Bramasco	\$650	0.3	\$195	Emails re records and calendaring
Kiara Bramasco	\$650	0.1	\$65	Email re Records Request
Kiara Bramasco	\$650	0.4	\$260	Review of Records from Defendant
Kiara Bramasco	\$650	0.9	\$585	PAGA Notice review and discussion
Kiara Bramasco	\$650	0.3	\$195	Prelitigation Analysis
Kiara Bramasco	\$650	0.5	\$325	Review of Intake, company size and pre-existing case search
TOTAL:	--	6.9	\$4,485	--

Crosner Legal Time Report Detailed
J. Kirk Donnelly

Attorney	Hourly Rate	Time Spent	Fee	Description of Work Performed
J. Kirk Donnelly	\$900	5.7	\$5,130	Draft preliminary approval papers
J. Kirk Donnelly	\$900	1.5	\$1,350	Finalize and file preliminary approval motion
J. Kirk Donnelly	\$900	4.3	\$3,870	Draft final approval papers
J. Kirk Donnelly	\$900	1.0	\$900	Finalize and file final approval motion
TOTAL:	--	12.5	\$11,250	