JAMIE SERB (SBN 289601)
jamie@crosnerlegal.com
NIKKI TRENNER (SBN
nikki@crosnerlegal.com
ZACHARY M. CROSNER (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (310) 496-5818
Fax: (310) 510-6429

Attorneys for Plaintiff PORTIA BARTLEY

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

PORTIA BARTLEY, as an individual on behalf of herself and on behalf of all others similarly situated,

Plaintiff,

v.

UNIVERSAL TELEVISION LLC, a New York limited liability company; ENTERTAINMENT PARTNERS ENTERPRISES, LLC, a DUTVware limited liability company; and DOES 1-100, inclusive,

Defendants.

Case No.: 22STCV36428

Assigned for All Purposes to:
Hon. Timothy Patrick Dillon
Dept. SSC-15

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

Date: January 13, 2026
Time: 10:00 a.m.
Dept.: SSC-15

I, NIKKI TRENNER, declare as follows:

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

BACKGROUND/LITIGATION HISTORY

2. Defendant is a television production company that produces television series for broadcast on the NBCUniversal owned and other networks and streaming platforms. Plaintiff was employed by Defendant as a non-exempt COVID Testing Coordinator/Consultant from September 13, 2021 to February 18, 2022. Plaintiff administered COVID-19 screening questionnaires and tests to employees and visitors on the production of a show called Loot – Season 1.

3. On November 17, 2022, Plaintiff filed a class action complaint against Defendant. Plaintiff then timely exhausted her administrative remedies with the LWDA by submitting her PAGA notice on December 5, 2022. Plaintiff did not receive notice from the LWDA that it intended to investigate the alleged violations outlined in his PAGA letter. (Trenner Decl., ¶ 14.) Consequently, On February 10, 2023, Plaintiff filed a PAGA lawsuit, also in Los Angeles County, alleging violation of the PAGA for the same claims as the class action. On February 20, 2024, Plaintiff amended her class action lawsuit to include her PAGA claim and dismissed the separately filed PAGA action. The operative FAC alleges claims for minimum and overtime wages, meal and rest break violations, inaccurate wage statements, waiting time penalties, unfair competition, and penalties under PAGA.

4. Prior to the mediation, Defendant provided Plaintiff with extensive informal discovery, including Plaintiff's personnel, time, and payroll records, time records and payroll records for a randomly selected sampling of about __% of the Class Members, wage statement exemplars, Defendant's employee handbooks, including 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, as well as information regarding the number of putative Class Members who are current and former employees, sample arbitration agreements, 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 was able to analyze Defendant's liability for the claims asserted in this case and, with the assistance of Plaintiff's experts at Berger Consulting Group, the potential exposure and damages.

5. In October 2024, the Parties participated in mediation with Steve Mehta, Esq., respected wage and hour class action mediator. The mediation lasted a full day and, while the Parties did not settle at the mediation, they continued to negotiate with the mediator's assistance and reached agreement on all major issues following a mediator's proposal.

TERMS OF THE PROPOSED SETTLEMENT

6. Under the settlement, UTV will pay $274,500.00 into a common fund, the Gross Settlement Amount. Reasonable attorney's fees of up to $91,500.00 (1/3 of the GSA), litigation costs of $20,000, an enhancement award to Plaintiff of $7,500, settlement administration costs of $5,800, and $10,000 for civil penalties under PAGA (of which 75%, or $7,500, will go to the Labor & Workforce Development Agency, and 25%, or $2,500 will go to the Aggrieved Employees) all will be paid from the Gross Settlement Amount. The remainder of approximately $139,700 will be allocated among the Participating Class Members based on their total weeks worked during the Class Period. No portion of the Gross Settlement Amount will revert to UTV.

7. This is a cash settlement that does not require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining eighty percent will be allocated to penalties and interest. Qantas will pay any and all applicable employer-side payroll taxes separately and in addition to the Gross Settlement Amount. Subject to the Court's approval, any amounts not claimed (because a class member does not cash his or her settlement check) will be forwarded to the State Controller's Unclaimed Property Fund.

8. Each Participating Class Member will receive a share of the Net Settlement Amount based on his or her total weeks worked for Qantas during the Class Period while employed in a non-exempt position. Thus, each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of unpaid wages, unpaid premium

wages for missed meal and rest breaks, and potential statutory penalties under applicable law. These methods are intended to ensure each Class Member receives a portion of the available settlement funds corresponding to the relative value of his or her potential claims. The proposed allocation provides a reasonable way to compensate Class Members based on the amount of time they worked for Qantas and the number of instances they allegedly missed a meal break and/or rest break, allegedly were not provided compensation in lieu of such missed breaks, or allegedly lost pay due to the alleged off the clock work.

9. All Participating Class Members will release UTV from all claims alleged in the operative complaint, or that could have been brought based on the factual allegations in the operative complaint during the Class Period. Plaintiff and the LWDA will release those PAGA claims alleged in the PAGA notice to the extent alleged in the operative complaint. The Class and PAGA releases are limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the operative complaint, and the PAGA notice for the PAGA claims. Only Plaintiff is entering into a full general release of all claims and waiver of Civil Code section 1542.

10. The Parties allocated $10,000 from the GSA to resolution of Plaintiff's alleged claims for PAGA civil penalties, and Plaintiff submits that amount is fair, adequate and reasonable, and furthers PAGA's underlying purposes. As required by Labor Code section 2699(*l*)(2), my office gave notice of the settlement and the final approval hearing to the LWDA via its online portal. Attached hereto as Exhibit 1 is a true and correct copy of the LWDA's acknowledgement of receipt.

The Settlement is Fair and Reasonable Based on the Strengths of Plaintiff's Case and the Risks and Costs of Further Litigation

11. Prior to mediation, the parties engaged in both formal and informal discovery to facilitate settlement discussions. As a result, we reviewed documents and information regarding Qantas's payroll practices, a representative sampling of pay stubs and time records for about 25% of the class members, applicable compensation plans, meal and rest break policies, etc., and information from Defendant regarding class size and breakdown, number of work weeks/pay

periods, average rates of pay, and other information used to formulate a damages model. We then had that information reviewed with the assistance of a consulting expert. I am confident we 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. Plaintiff contends Defendant failed to provide legally compliant meal and rest breaks. Specifically, Plaintiff contends Defendant did not maintain a written meal/rest break policy, and that due to the volume of work Defendant imposed and inadequate staffing made it difficult if not impossible for the class members to take all required meal and breaks, and further made it difficult to take breaks on a fully compliant basis even when they were able to take one at all. Per Plaintiff, lunch breaks regularly were taken late, cut short or interrupted by work, or not provided at all. Plaintiff claims this violates the Labor Code for failure to provide compliant meal and rest periods within the applicable time frames.

13. Defendant denies Plaintiff's contentions, claiming they made meal and rest breaks available to Class Members in compliance with California law. Defendant contend its meal and rest break policies are lawful and that Class Members were provided with all required breaks. In particular, Defendant argued that lunch was provided for employees while on the set, and that all worked ceased while everyone ate lunch, which policy excused any need to record meal periods. Finally, Defendant argued that Plaintiff's meal and rest break claims are not susceptible to common proof, as the claims would require individualized inquiry, including whether there was an unlawful companywide policy, whether employees had the opportunity to take meal and rest periods, whether they voluntarily chose to forego their meal and rest periods, and whether Defendant ever prevented them from taking meal and rest periods. Accordingly, Defendant contend these claims are vulnerable to a ruling that class treatment is not appropriate. Without taking into consideration any of Defendant's defenses to certification or on the merits, Plaintiff calculated Defendant's maximum exposure for these claims at approximately $265,220 (33,008 eligible shifts *26.9% violation rate * $29.87/hr. avg wage) and about $987,415 (33,391 eligible shifts * 99% violation rate * 29.87/hr avg. wage).

14. Plaintiff also asserts Defendant's failed to pay for all hours worked, and that

Defendant had a practice of paying Plaintiff and the Class Members according to their scheduled shifts rather than actual hours worked. Per Plaintiff, supervisors would refuse to approve employee hours for the pay period if they did not the exact times supervisors instructed them to record on their time sheets. Plaintiff contends she and the Class Members were required to complete off-the-clock work outside of their scheduled shifts including, but not limited to, completing paperwork, answering questions for colleagues, and responding to calls and messages from supervisors, all of which resulted in unpaid "off the clock" work.

15. In response, Defendant argued its timekeeping and payroll policies accurately tracked and paid for all hours worked by the class members, and that its policies strictly forbade any off the clock work. Thus, per Defendant, if any off the clock work occurred it was done in violation of company policy and without the company's knowledge or authorization. For these reasons as well, UTV argued that class certification would be impossible due to the individualized inquiries that would be needed to determine if off the clock work occurred and the reasons therefor. Without considering any of Defendant's defenses to certification or on the merits, Plaintiff's expert calculated Defendant's maximum exposure for this claim as about $107,450 on the off the clock claim (7,340 * $14.64/hr avg. minimum wage).

16. Plaintiff also contends Defendant required Plaintiff and the Class Members to use their personal cell phones for work related purposes including communicating with supervisors before and after their shifts. However, Defendant failed to fully reimburse employees for the use of their personal cell phones. Although Defendant paid $3 per day to Plaintiff and the Class Members for a cell phone reimbursement, Plaintiff contends this was not sufficient amount to reimburse employees for the required use of personal cell phones while at work. Plaintiff further contended she was required to work from home approximately 2 days per week but did not receive any reimbursement for home internet, home telephone, etc. that was necessary for her to perform her duties. On the other hand, Defendant argued its cell phone reimbursement policy was extremely generous and fully compensated employees for all use of their personal devices. Defendant further argued that working from home was voluntary and not a necessary part of the job, and therefore any use of home internet, etc. was purely for personal convenience and not "necessary," and

therefore no reimbursement was required. Without taking into consideration any of Defendant's defenses to certification or on the merits, Plaintiff calculated the maximum exposure for expense reimbursement as about $67,500 (2,250 months * $30/month).

17. Plaintiff's claims for inaccurate wage statements and waiting time penalties are derivative of the unpaid wage claims. Should those claims fail, Plaintiff's claim for inaccurate wage statements and waiting time penalties would also fail. Defendant also contends it would not be liable for waiting time penalties because a "good faith dispute" exists over the payment of past wages. Further, Defendant contends Plaintiff would have to prove that it "willfully" failed to pay Class Members appropriate wages due upon separation of employment, and that any failure to pay wages upon separation was not willful. Without taking into consideration any of Defendant's defenses to certification or on the merits, Plaintiff calculated Defendant's maximum exposure for wage statement penalties as $249,300 (176 initial violations * $50/violation + 2405 subsequent violations * $100/violation) and waiting time penalties as $1,261,700 (176 fmr empl'ees * 240 hrs * $29.87/hr avg. wage).

18. As far as potential PAGA liability, the theoretical civil penalties likely exceed $1.3 million should Plaintiff prevail on all claims and establish violations of the multiple Labor Code sections at issue. As with the class claims, Plaintiff and I discounted the potential PAGA penalties based on Defendant's various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $10,000 to PAGA penalties. I submit this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

19. While Plaintiff and I are confident in the merits of Plaintiff's claims, a legitimate controversy exists as to each cause of action. We also recognized that proving the amount of wages due to each Class Member would be an expensive, time-consuming, and uncertain proposition. The settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims,

continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Settlement Class Members.

20. Thus, Plaintiff and I discounted the value of the class claims consistent with the risks discussed above, as well as the potential applicability of arbitration agreements signed by many class members. We carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued, and concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall $274,500 recovery represents a significant percentage of Defendant's potential exposure and, given Defendant's multi-layered defenses and all other potential risks of continued litigation, a total recovery for the class of $274,500, which will result in average award of some $780 per class member, plus additional sums under PAGA, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

PLAINTIFF'S ENHANCEMENT AWARD

21. Pursuant to the terms of the settlement, Plaintiff seeks a modest incentive award of $7,500 for his service in bringing these claims on behalf of the Class. The request is reasonable given the risks he undertook on behalf of the Class Members, and by contacting and retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendant's litigation costs. Plaintiff also exposed himself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing himself at risk of discrimination by future prospective employers. As set forth in more detail in his declaration filed at preliminary approval, among taking many other actions assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments. Accordingly, the requested enhancement payments to Plaintiff is appropriate and justified as part of the settlement.

/////

SETTLEMENT ADMINISTRATION COSTS

22. The settlement provides for a payment to Apex for its services as the Settlement Administrator. As set forth in the Declaration of Madely Nava, Apex has performed and will continue to perform its required duties through final distribution of the settlement funds and incurred $5,800 in fees and expenses. Plaintiff accordingly requests the Court approve payment of $5,800 to Apex from the GSA.

ATTORNEY'S FEES AND COSTS

23. As addressed in detail above, at the time the parties reached the tentative settlement success for Plaintiff and the putative class was far from certain. Plaintiff faced a real risk that some or all the claims would not be certified for class treatment, as Defendant had strong arguments that its compensation policies were legal and properly compensated the class members. Even if Plaintiff certified some or all of the claims and ultimately prevailed on the merits, it undoubtedly would have taken several years to realize any recovery while they pursued class certification, trial, and an almost certain appeal. Here, the parties did not negotiate the inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to the Class was completed.

24. Over the two and a half years this matter has been pending, Crosner Legal's efforts included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal research, research into similar claims and claims against other employers in the same industry, and attempts to locate and contact other employees of the Defendant; (2) drafting a PAGA notice letter; (3) drafting the initial complaint and related documents; (4) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, etc.; (5) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (6) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (7) working with a consulting expert on the analysis of Defendant's production; (8) drafting a mediation brief and accompanying damages model after review and analysis of defendant's formal and informal

discovery production; (9) attending an all-day mediation with extensive follow up negotiations; (10) negotiating and drafting the settlement agreement and related documents; (11) drafting the motion for preliminary approval, and attending the hearing; (12) administration of the settlement, including communications with the Settlement Administrator and settlement class members; (13) drafting the motion for final approval and attorney's fees, and attending the final approval hearing; and (14) extensive communications with the Plaintiff regarding case status, case investigation and document review, mediation, and settlement terms. Attached hereto as Exhibit 2 is a true and correct summary of Crosner Legal's work performed and time expended on this matter. Additionally, we will incur additional time following final approval to, inter alia, respond to class member inquiries, attend to distribution of settlement funds, and on the compliance hearing.

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.

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

27. Zach Crosner is a 2010 graduate of University San Diego School of Law and he has approximately thirteen years of experience as a practicing attorney. For nearly his entire career, his practice has focused on litigation of wage & hour, consumer, and privacy class action and representative action claims. Following graduation he immediately began working for a nationally recognized plaintiff's complex litigation firm, CaseyGerry, where he worked directly with past presidents of the consumer attorneys and recipients of trial attorneys of the year awards. He also worked for other firms that included former CAALA and CLAY trial attorney of the year recipients. While with these firms, he advocated for the rights of consumers and employees in class action litigation, civil rights and employment litigation, catastrophic injuries, insurance bad faith and appellate litigation.

28. In 2013, he founded the law firm of Crosner Legal, P.C. which since its inception

has focused almost exclusively on plaintiff-side class actions lawsuits representing employees, consumers and other victims. Currently, over ninety percent (95%) of his practice is dedicated exclusively to the prosecution of class actions and representative action lawsuits, and his law firm is currently responsible as lead counsel or co-lead counsel for prosecuting over one hundred (100) active wage and hour class actions and/or PAGA representative actions, as well as a multitude of consumer and privacy class actions, in both federal and state courts throughout California. He has been a direct participant in over one hundred (100) class action and/or representative action settlements where he has been approved as adequate lead counsel.

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

30. Jamie Serb is a partner with Crosner Legal and head of the firm's Wage & Hour practice group. She graduated from the University of California, San Diego in 2004, graduated from California Western School of Law in 2013, and has been a member of the California Bar since 2013. She gained extensive experience in wage and hour litigation, beginning work as a class action attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley Law Firm, APLC). She joined Crosner Legal on January 4, 2021 as an associate attorney. She has

handled wage and hour class actions and PAGA lawsuits for the past several years and has assisted in obtaining millions of dollars for employees during her years of practice.

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

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

33. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class action settlements while serving as lead class counsel in recent years, including but not limited to a $1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a $4.1 million wage and hour class action settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento Cty. Super Ct.)); a $1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a $1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a $1.3 million wage and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a $1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.), a $1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a $7.25 million wage and hour class action settlement in 2020 in

Avina, et al. v. First Alarm Security & Patrol, Inc., Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a $2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.,* Case No. LS029737 (Los Angeles Cty. Super. Ct.));.a $2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a $1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a $1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a $2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a $2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super. Ct.); $1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a $1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a $1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a $1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super. Court); a $1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a $1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a $2.65 million wage and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super Ct.); a $1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct); a $3.9 million wage and hour class action settlement in 2025 in *Bolanos et al. v. Newport Fab*, Case No. 30-2022-01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a $5,093,537.50 wage and hour class action settlement in 2025 in *Deaver, et al. v Blue Diamond Growers*, Case No. 34-2022-00316490-CU-OE-GDS (Sacramento Cty. Super. Ct.).

34. Based upon the qualifications and experience set forth above, the following hourly rates are reasonable for attorneys practicing in this area of the law in California: Zachary M. Crosner $850/hour, Jamie Serb and Sepideh Ardestani $800/hour, Kiara Bramasco $650/hour, and Branden Hamilton $600/hour.

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

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

37. After the analysis above, Crosner Legal's lodestar is $_____, based on ____ attorney hours spent litigating this case through the filing of this motion. Further, we will almost certainly spend additional time addressing settlement administration matters, responding to class member questions, etc.

38. As noted, Crosner Legal has represented Plaintiff for over two years with respect to this matter and has expended a significant amount of time and resources in that representation. We agreed to litigate this case on a purely contingent basis and assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with these cases in general. Under all relevant factors (as outlined herein and in the accompanying memorandum), Plaintiff respectfully requests the Court award her counsel the requested fees of $91,500 based on the common fund theory with a corresponding lodestar cross-check with no enhancement. Crosner Legal will not share any fees awarded with any other attorney or firm.

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

40. Crosner Legal assumes a great deal of contingent risk in every wage and hour class action it undertakes. Attorneys at my firm have been involved in a number of cases where plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with no return. For example, in a matter alleging misclassification on behalf of a putative class of assistant managers at major restaurant chain, after three years of exceptionally adversarial litigation and the investment of over 1,000 hours of attorney time and over $100,000 in costs, the trial court denied plaintiffs' motion for class certification. In another misclassification case on behalf of assistant managers at large restaurant chain, the parties reached a settlement after three years of litigation, secured preliminary approval and completed the notice process to the settlement class, only to have the defendant file for bankruptcy a few days before the final approval hearing. Lastly, in a matter against a large regional bank seeking expense reimbursement of behalf of outside salespersons, after more than a year of combative litigation

and shortly before plaintiff's class certification motion was due, the defendant was taken over by federal regulators. In each of these instances the plaintiff's firm received nothing despite the investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

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

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	$4,576.15
Mediation Fees	$9,750.00
Expert Fees	$5,220.00
Case Anywhere	$1,756.05
Postage/Overnight/Fax	$325.04
PAGA Filing Fee	$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	**$21,702.24**

42. All of these costs were necessary for the successful litigation of the case and are reasonable in amount. I respectfully request the Court approve reimbursement of Crosner Legal's litigation costs and expenses in the amount of $20,000, i..e up to cap imposed under the Settlement Agreement.

43. For all the foregoing reasons, I believe the settlement is fair, reasonable, and in the best interests of the class.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 10th day of December 2025, at Los Angeles, California.

Nikki Trenner

Declarant

Exhibit 1

Exhibit 2

Portia Bartley v. Universal Television LLC
(Los Angeles Superior Cour: County Civic Center Case No. 22STCV36428)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	1.2	0.0	0.0	8.7	8.6
Pleadings and Law and Motion	3.3	0.0	5.6	0.0	13.0
Discovery and Post-Filing Investigation	5.8	0.0	28.3	0.0	0.0
Court Appearances	0.0	0.0	0.0	0.0	0.0
Case Management; Litigation Strategy & Analysis	7.3	50.8	20.2	0.0	0.0
Mediation and Settlement	5.5	4.1	14.7	0.0	0.0
Total Hours	23.1	54.9	68.8	0.0	21.6
Hourly Rate	$850	$800	$800	$650	$650
Lodestar	**$19,635**	**$43,920**	**$55,040**	**$5,655**	**$14,040**

Total Hours: **177.1**
Total Lodestar: **$138,290.00**