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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF SAN JOAQUIN**

16 MOHAMMAD MAHMOOD DAWOOD,
17 as an individual and on behalf of all others
18 similarly situated,

19 Plaintiff,

20 v.

21 TIGER LINES, LLC, a California limited
22 liability company; and DOES 1-100,
23 inclusive,

24 Defendants.

Case No.: STK-CV-UOE-2022-0012329

Assigned for All Purposes to:
Hon. Robert T. Waters
Dept. 11-B

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

[Filed Concurrently with Notice of Motion and
Motion; Memorandum of Points & Authorities;
Declaration of Nick Castro; [Proposed] Order]

Date: September 18, 2024
Time: 9:00 a.m.
Dept.: 11-B

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I, NIKKI TRENNER, Declare:

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 Mohammad Mahmood Dawood. I make this declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement and Request for Attorney's Fees and Costs. If called to testify as to the within facts, I would and could competently do so.

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2. Tiger Lines provides transportation services such as moving freight of all types, providing dedicated fleet services and logistics, hauling raw produce from grower to processor, transporting recyclables, waste, and forest byproducts. Tiger Lines operates throughout California and several other western states. Plaintiff was employed by Tiger Lines as a seasonal truck driver from July 2020 to November 2022.

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1 5. Tiger Lines has at all times denied Plaintiff's allegations and maintained its meal
2 break and payroll policies and procedures comply with California law, that its timekeeping and
3 payroll policies accurately track and pay for all hours worked by its employees, and that it obtained
4 required on duty meal break waivers to the extent employees did have to work during a lunch break.
5 It also argued that it provided employees with necessary electronics to perform their duties and there
6 would be no need to use a personal phone. Defendant also strongly contends the case cannot be
7 maintained as any kind of class or representative action, arguing for example that to the extent class
8 members worked during a meal break, or used their own phone for work purposes, it was
9 intermittent and infrequent and evidence of such issues would be purely anecdotal, and therefore
10 individualized issues predominate and trial on a representative basis would be unmanageable.

11 6. After Plaintiff filed his complaint, Defendant sought to compel his claims to
12 arbitration, which motion was denied by the Court. The Parties then subsequently met and conferred
13 regarding discovery and other case management issues, and agreed to participate in early mediation.
14 The Parties then engaged in informal discovery to facilitate an exchange of information necessary
15 to engage in a meaningful mediation. Consequently, Plaintiff's counsel reviewed payroll records,
16 personnel policies/handbooks, personnel files, and a random of sampling paystubs and time records
17 for about 15% of the pay periods at issue. Defendant also provided documents reflecting its wage
18 and hour policies and practices, and data regarding the total number of current and former
19 employees, the estimated total amount of workweeks and pay periods they worked, and average
20 hourly pay rates, among other relevant data. Plaintiff had that information reviewed and analyzed
21 by Berger Consulting Group to assist with evaluating things such as time allegedly lost to due
22 rounding, meal period violation rates, etc., and to prepare a damages model.

23 7. The Parties then engaged Michael Loeb, Esq., a highly respected mediator with
24 extensive wage and hour class action experience and, in August 2023, participated in a full day
25 mediation with Mr. Loeb. Throughout the day, the arms-length negotiations were hard-fought and
26 adversarial as the Parties exchanged extensive information on their legal and factual positions, and
27 made numerous offers and counter-offers. After a full day of negotiations, the Parties reached
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1 agreement on all major issues and thereafter prepared the Settlement Agreement now before the
2 Court for approval.

3 **THE PROPOSED SETTLEMENT TERMS**

4 8. Under the settlement, Tiger Lines will pay \$300,000.00 into a common fund, the
5 Gross Settlement Amount. Reasonable attorney's fees of up to \$100,000 (1/3 of the GSA), litigation
6 costs of up to \$25,000 (only \$14,257.03 is requested), an enhancement award to Plaintiff of up to
7 \$10,000, settlement administration costs of no more than \$11,995, and \$15,000 for civil penalties
8 under PAGA (of which 75%, or \$11,250, will go to the Labor & Workforce Development Agency,
9 and 25%, or \$3,750 will go to the Aggrieved Employees) all will be paid from the Gross Settlement
10 Amount. The remainder of approximately \$148,748 will be allocated among the Participating Class
11 Members based on their total weeks worked during the Class Period. No portion of the Gross
12 Settlement Amount will revert to Tiger Lines.

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

21 10. Each Participating Class Member will receive a share of the Net Settlement Amount
22 based on his or her total weeks worked for Tiger Lines during the Class Period while employed in
23 a non-exempt position. Thus, each Class Member's Individual Settlement Payment will be
24 calculated using criteria typically used in determining appropriate amounts of unpaid wages, unpaid
25 premium wages for missed meal and rest breaks, and potential statutory penalties under applicable
26 law. These methods are intended to ensure each Class Member receives a portion of the available
27 settlement funds corresponding to the relative value of his or her potential claims. The proposed
28 allocation provides a reasonable way to compensate Class Members based on the amount of time

1 they worked for Tiger Lines and the number of instances they missed a meal break and/or rest break,
2 were not provided compensation in lieu of such missed breaks, or lost pay due to the alleged
3 rounding and regular rate issues.

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

11 12. As noted, the Parties allocated \$15,000 to resolution of Plaintiff's claims under
12 PAGA, and I respectfully request the Court approve that amount as fair, reasonable and adequate,
13 and consistent with PAGA's underlying purpose. As required by Labor Code section 2699(l)(2), my
14 office gave notice of the settlement and this approval hearing to the LWDA via its online portal,
15 and a true and correct copy of the LWDA's acknowledgment of receipt is attached as Exhibit 1.

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

18 13. Prior to mediation, the parties engaged in both formal and informal discovery to
19 facilitate settlement discussions. As a result, Plaintiff reviewed documents and information
20 regarding Tiger Lines's payroll practices, a representative sampling of pay stubs and time records
21 for about 15% of the class members, applicable compensation plans, meal break policies, etc., and
22 information from Defendant regarding class size and breakdown, number of work weeks/pay
23 periods, average rates of pay, and other information used to formulate a damages model. Plaintiff
24 then had that information reviewed with the assistance of a consulting expert. Plaintiff's counsel are
25 confident they obtained sufficient information to understand the law and facts of this case and make
26 an informed decision regarding the proposed settlement and whether it is fair and reasonable.

27 14. Using the data obtained from Defendant, Plaintiff ran various calculations and
28 estimated Tiger Lines's likely maximum exposure on the class claims at approximately **\$2,640,000**

1 million, including about \$1,128,125 on the unpaid wage/on duty meal break claim, \$148,300 on the
2 unreimbursed expense claim, \$752,000 on the wage statement claims, and \$612,500 on the waiting
3 time penalty claims.

4 15. First, on their unpaid wage claims, Plaintiffs allege Tiger Lines failed to pay for all
5 hours worked because it required employees to remain on duty during their 30 minute unpaid meal
6 break. More particularly, contain policies prohibiting employees from engaging in certain behaviors
7 throughout the entirety of their shifts under threat of disciplinary action which are not abated during
8 meal periods. Namely, Tiger Lines' "Employee Conduct and Work Rules" policy prohibits
9 employees from (a) leaving work without permission; (b) sleeping or malingering; and (c) making
10 or accepting personal telephone calls, including cell phone calls, of more than three minutes in
11 duration during "working hours" – meaning employees' entire work schedule including meal
12 periods. Namely, Tiger Lines' Employee Handbooks in effect from December 2018 to January 2021
13 define when a driver is considered on-duty: "If a driver is required to stay with his or her vehicle to
14 watch the load while he or she eats, this is considered an 'on-duty' meal period and the driver should
15 be paid for this time. Likewise, if a driver is required to be 'on-call' for dispatch so that a load can
16 be picked up or dropped off to comply with shipper or other business requirements, or to stay with
17 his or her truck to protect the freight, he or she is considered 'on-duty.'"

18 16. As a result, per Plaintiff, he and the class members lost as much as 30+ minutes of
19 compensable time each week due to this off the clock and uncompensated work. Plaintiff's experts
20 calculated this resulted in a loss of thousands of compensable hours worked. In response, Defendant
21 argued its timekeeping and payroll policies accurately tracked and paid for all employee time and.
22 It also argued that its policies prohibited any "off the clock" work and, accordingly, if any off the
23 clock work occurred it was intermittent and infrequent, against company policy, and done without
24 the employer's knowledge or consent. For these reasons, per Tiger Lines, class certification of this
25 issue would be impossible because innumerable individual inquires would be required to determine
26 whether any compensable "off the clock" work occurred.

27 17. On the expense reimbursement claim, Plaintiff alleges that use of his personal cellular
28 phone was necessary and consequential to his employment duties for purposes of group messaging,

1 and receiving work-related calls and texts. Defendant did not reimburse employees for the cost
2 associated with the use of the personal cellular phones for Defendant's benefit. In response, Tiger
3 Lines argued it provided employees with all tools and equipment necessary to perform their job
4 duties and, to the extent employees used their own phones, it was purely for personal convenience,
5 was not necessary to their employment, and therefore was not reimbursable.

6 18. Plaintiff next alleged Tiger Lines's wage statements violated Labor Code § 226 on
7 their face by, inter alia, failing to include the employer name and address, and the employees' social
8 security number/employee ID number. He also alleged derivative claims under Labor Code § 226
9 and §§ 201-203 (waiting time penalties). These derivative claims are based on the unpaid wage
10 claims and will rise or fall along with those primary claims, in addition to being subject to "good
11 faith" and other defenses available to Defendant. Defendant argued further that the wage statements
12 accurately contained all required information, and that acted in good faith all times with respect to
13 payment of wages. Accordingly, Plaintiff discounted these claims significantly in light of these
14 multiple potential defenses.

15 19. As far as potential PAGA liability, the alleged aggrieved employees theoretically are
16 entitled to penalties totaling about \$4.8 million should Plaintiff prevail on all claims, establish
17 violations of the multiple Labor Code sections at issue, and secure the maximum penalty on all
18 issues. As with the class claims, Plaintiff discounted the potential PAGA penalties based on
19 Defendant's various defenses on the merits and also accounted for the Court's wide discretion to
20 reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated
21 \$15,000 to PAGA penalties. I submit this amount is reasonable under the circumstances and in line
22 with comparable settlements in other wage and hour class actions in California. Additionally, the
23 LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to
24 weigh in as necessary.

25 20. The settlement obviates the significant risk that this Court may find any kind of class
26 resolution unachievable or might deny certification of all or some of Plaintiff's claims. Furthermore,
27 even if Plaintiffs obtained certification of all or some of the claims, continued litigation would be
28 expensive as the parties pursued merits discovery, a probable motion to decertify, as well as trial

1 and possible appeals, and would substantially delay any recovery by the class with no assurance of
2 recovering significantly more than the proposed settlement. While Plaintiff is confident in the merits
3 of his claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes
4 proving the amount of wages and penalties due each Class Member would be an expensive and
5 uncertain proposition.

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

20 22. Further, continued litigation would be time-consuming and expensive as the parties
21 fought over class certification and probable motion to decertify, pursued merits discovery, a
22 probable motion to deem the PAGA claims unmanageable due to individualized inquiries, as well
23 as trial and possible appeals. Plainly continued litigation would substantially delay any recovery
24 with no assurance of recovering significantly more than the proposed settlement. While Plaintiff
25 and I are confident in the merits of these claims, a legitimate controversy exists as to each claim.
26 We also recognize proving the amount of potential wages and penalties due each Class Member
27 would be an expensive, lengthy, and uncertain proposition.

1 23. Plaintiff and I discounted the value of the class claims consistent with the risks
2 discussed above, and carefully weighed the likelihood of the class receiving substantially greater
3 benefit if the litigation continued. We concluded – in light of these very real and substantial risks
4 – settlement on the proposed terms and without prolonged and costly litigation was in the best
5 interests of the class. The overall \$300,000 recovery represents a significant percentage of
6 Defendant’s potential exposure. Given Defendant’s multi-layered defenses and all other potential
7 risks of continued litigation, a total recovery for the class of \$300,000 is a significant result well
8 within the range of reasonableness considering all potential outcomes, and it will provide direct
9 monetary awards to all Class Members without further delay.

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

22 25. The settlement provides for a payment to ILYM for its services as the Settlement
23 Administrator. As set forth in the Declaration of Nick Castro, ILYM has performed and will
24 continue to perform its required duties through final distribution of the settlement funds, and
25 incurred \$11,995.00 in fees and expenses. Accordingly, I respectfully request the Court approve
26 payment of \$11,995 to ILYM from the GSA.

27 26. Per the terms of the settlement, up to 1/3 of the initial gross amount is allocated to
28 payment of reasonable attorney’s fees, or \$100,000. Here, the parties did not negotiate the

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

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

27 28. I graduated from Trinity Law School in 2017 and joined Mara Law Firm, PC
28 (formerly The Turley and Mara Law Firm, APLC) that same year. I later joined Crosner Legal in

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

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

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

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

23 31. Mr. Crosner currently is an executive board member of the Wage and Hour
24 Committee and the Legislative Committee for the California Employment Lawyers Association;
25 a member of the Grassroots Advocacy Team for the National Employment Lawyers Association;
26 Wage and Hour Committee member and Class Action Committee member for the National Trial
27 Lawyers; a member of the American Association for Justice; and member of the Pound Civil
28 Justice Institute. He was selected for 2018-20 by Super Lawyers as a "Southern California

1 Rising Star” for employment and labor law.

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

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

15 34. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
16 action settlements while serving as lead class counsel in recent years, including but not limited to a
17 \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*,
18 Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action settlement
19 in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento
20 Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean*
21 *Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a \$1.8 million wage and
22 hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American*
23 *Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and hour class action
24 settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a
25 \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation*
26 *Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million wage and
27 hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-
28 YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v.*

1 *First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a \$2.2
2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et*
3 *al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage and hour
4 settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No.
5 CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action
6 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.
7 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply*
8 *Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million wage and
9 hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.
10 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement
11 in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super.
12 Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*
13 *Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million wage and
14 hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No.
15 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action settlement
16 in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); and a
17 \$1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No.
18 20STCV06618 (Los Angeles Cty. Super. Court).

19 35. Based upon the qualifications and experience set forth above, the following hourly
20 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M. Crosner
21 \$800/hour, Jamie Serb \$750/hour, Kiara Bramasco \$650/hour.

22 36. Plaintiff requests the Court apply the above hourly billing rates in this case, as these
23 rates are reasonable in the California legal market for attorneys handling wage and hour class
24 actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side wage
25 and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for partner-level
26 attorneys with experience comparable to mine and to that of my colleagues. These rates have
27 range from \$650 to \$850 per hour for calendar years 2017-2021. Some examples include attorney
28 Matthew Matern of Matern Law Group in Los Angeles, with approximately 26 years of

1 experience \$850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with approximately
2 25 years of experience \$850/hour (2021), Michael Malk of Malk APC in Los Angeles, with
3 approximately 16 years of experience \$650/hour (2018), Michael Singer and Isam Khoury of
4 Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience respectively, both
5 \$825/hour (2018), Jason Ehrlich of McCormack & Ehrlich LLP in San Francisco, with
6 approximately 17 years of experience \$750/hour (2017), and James Kawahito of Kawahito Law
7 Group in Los Angeles, with approximately 16 years of experience \$750/hour (2020).

8 37. The requested rates also comport with the adjusted Laffey Matrix, which provides
9 that reasonable hourly rates for attorneys with 20+ years of experience, such as Messrs. M.
10 Crosner, Jones and Donnelly, is \$899, and a reasonable rate for an attorney with 10+ years of
11 experience, such as myself and Ms. Serb, is \$661. The adjusted Laffey Matrix may be found at
12 <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article, “Billable Hours
13 Aren’t the Only Game in Town Anymore,” NATIONAL LAW JOURNAL, which set forth the
14 following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading firm
15 in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-hour
16 class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335,
17 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.36

18 38. After the analysis above, Crosner Legal’s lodestar is \$110,295.00, based on 151.9
19 attorney hours spent litigating this case through the filing of this motion. Further, we will almost
20 certainly spend additional time addressing settlement administration matters, responding to class
21 member questions, etc.

22 39. As noted, Crosner Legal has represented Plaintiff for some two plus years with
23 respect to this matter and has expended a significant amount of time and resources in that
24 representation. The firm agreed to litigate this case on a purely contingent basis and in so doing
25 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the
26 case with these cases in general. Under all relevant factors (as outlined herein and in the
27 accompanying memorandum), Plaintiff respectfully requests the Court award his counsel the
28 requested fees of \$100,000 based on the common fund theory with a corresponding lodestar cross-

1 check and no lodestar enhancement.

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

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

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

24

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$4,497.95
Mediation Fees	\$7,975.00
Expert Witness Fees	\$1,600.00
Postage/Overnight/Fax	\$109.08
PAGA Filing Fee	\$75.00

25
26
27
28

Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$14,257.03

43. I therefore respectfully request the Court approve payment of \$14,257.03 in litigation costs and expenses to my firm.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 23rd day of August 2024, at San Diego California.



Declarant

EXHIBIT

1

EXHIBIT

2

Mohammad Mahmood Dawood v. Tiger Lines, LLC
(San Joaquin County Superior Court Case No. STK-CV-UOE-2022-0012329)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Kiara Bramasco
Pre-filing Case Investigation	4.2	0.0	0.0	6.4
Pleadings and Law and Motion	5.2	0.0	19.0	0.0
Discovery and Post-Filing Investigation	1.8	0.0	7.1	0.0
Court Appearances	0.0	0.0	2.5	0.0
Case Management; Litigation Strategy & Analysis	7.5	37.5	4.0	0.0
Mediation and Settlement	4.6	1.6	50.5	0.0
Total Hours	23.3	39.1	83.1	6.4
Hourly Rate	\$800	\$750	\$700	\$650
Lodestar	\$18,640	\$29,325	\$58,170	\$4,160

Total Hours: 151.9
Total Lodestar: \$110,295