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SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

JIHYUN KWON, as an individual on behalf of
herself and on behalf of all others similarly
situated,

Plaintiff,

v.

WOOLTARI USA, INC., a Delaware
corporation; and DOES 1-100, inclusive,

Defendants.

Case No. 22STCV37161

Assigned for All Purposes to:
Hon. Lauren A. Seigle
Dept. SSC-17

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 Nicole Bench;
[Proposed] Order]

Date: January 3, 2025
Time: 9:00 a.m.
Dept.: SSC-17

1
2 I, NIKKI TRENNER, declare as follows:

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

6 **BACKGROUND/LITIGATION HISTORY**

7 2. Defendant Wooltari is a direct-to-consumer marketplace. Plaintiff Kwon worked
8 for Wooltari as a Design Team Leader, primarily creating banner ads and other advertising for
9 Wooltari's website. She worked for Defendant for approximately 1.5 years, from September 28,
10 2020, until Wooltari terminated her on April 18, 2022, allegedly in retaliation after she
11 complained about not receiving overtime pay and other wage and hour issues. At all times she
12 alleges she was treated as an "exempt" employee and was paid a base salary of \$52,800 per year
13 (\$2,000 per bi-weekly pay period) regardless of the number of hours she worked.

14 3. On November 23, 2022, Plaintiff filed a class action complaint against Defendant
15 in the Los Angeles County Superior Court (Case No. 22STCV37161), alleging claims for unpaid
16 minimum and overtime wages, meal and rest break violations, wage statement violations, waiting
17 time penalties, failure to reimburse business expenses, and unfair competition. Plaintiff also
18 submitted the required notice letter the LWDA under PAGA and timely exhausted her
19 administrative remedies. Plaintiff did not receive notice from the LWDA that it intended to
20 investigate the alleged violations outlined in her PAGA letter. On March 27, 2023, Plaintiff also
21 filed a PAGA-only action in Los Angeles County Superior Court (Case No. 23STCV06707)
22 based on the same alleged Labor Code violations.

23 4. Once the matter was at issue, the Parties initiated discovery and later, after
24 engaging in meet and confer discussions regarding discovery, potential law and motion, and the
25 merits of the case, ultimately agreed to attempt mediation. They then engaged in significant
26 informal discovery to facilitate an exchange of information necessary to engage in a meaningful
27 mediation. Accordingly we reviewed Plaintiff's personnel, time, and payroll records, time and
28 payroll records for a randomly selected sampling of about 15% of the Class Members, wage

1 statement exemplars, Defendant’s employee handbooks, including Defendant’s policies and
2 procedures regarding the payment of wages, the provision of meal and rest breaks, timekeeping
3 policies (including recording hours), issuance of wage statements, and termination wages,
4 expense reimbursement policies, as well as information regarding the number of putative Class
5 Members who are current and former employees, the number of Aggrieved Employees, the
6 number of workweeks throughout the Class Period, and the number of pay periods throughout the
7 PAGA Period. From this information, we were able to analyze Defendant’s liability for the claims
8 asserted in this case and, with the assistance of the experts at Berger Consulting Group, the
9 potential exposure and damages.

10 5. In August 2023, the Parties participated in a global mediation of both cases with
11 Steve Cerveris, Esq., a respected wage and hour class action mediator and, after a full day of
12 mediation and a mediator’s proposal, reached the proposed settlement.

13 **TERMS OF THE PROPOSED SETTLEMENT**

14 6. Under the settlement Defendant will pay \$300,000 into a common fund, the Gross
15 Settlement Amount (GSA”). Attorney’s fees of up to \$100,000 (33.33% of the GSA), litigation
16 costs of up to \$15,000 (only \$14,700.00 is requested), settlement administration costs of \$3,999,
17 and \$20,000.00 for PAGA civil penalties (of which \$15,000 will go to the California Labor &
18 Workforce Development Agency (“LWDA”) for the State’s share of civil penalties and \$5,000
19 will go to eligible Aggrieved Employees), all will be paid from the GSA. The remainder of
20 around \$161,301 will be allocated pro rata to the Class Members based on their weeks worked
21 during the Class Period. No portion of the GSA will revert to Wooltari.

22 7. As noted, the settlement obligates Defendant to pay \$300,000 to resolve the
23 Settlement Class’s claims, inclusive of attorney’s fees and costs. At least \$161,301 from the GSA
24 will be distributed to the Participating Class Members. This is a cash settlement that does not
25 require Participating Class Members to submit a claim form to receive their settlement share.
26 Participating Class Members will receive their settlement checks automatically via First Class
27 U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining
28 eighty percent will be allocated to non-wage premiums, penalties, and interest, which allocation is

1 consistent with Wootari's potential liability as discussed below. Wootari will pay any and all
2 applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the
3 Court's approval, any amounts not claimed (because a class member does not cash their
4 settlement check) will be forwarded to the California State Controller's Unclaimed Property
5 Fund.

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

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

20 10. As noted, the Parties allocated \$20,000 from the GSA to resolution of Plaintiff's
21 claims under PAGA, and respectfully request that the Court approve that amount as fair,
22 reasonable and adequate, and consistent with PAGA's underlying purposes. Under PAGA,
23 \$15,000 of this amount will be paid to the LWDA as the state's share of the civil penalties,
24 and the remainder of \$5,000 will be distributed to the Aggrieved Employees eligible to
25 receive a PAGA payment. As required by Labor Code section 2699(l)(2), my office notified the
26 LWDA of the settlement and the final approval hearing via its online portal. Attached hereto as
27 Exhibit 1 is a true and correct copy of the LWDA's acknowledgement of receipt.

28 **DUNK/KULLAR FACTORS**

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

11 12. First, Plaintiff contends Wooltari wrongfully classified the class members as
12 "exempt" employees and accordingly paid them a base salary regardless of the number of hours
13 worked. In order to qualify as administratively exempt, however an employee must be primarily
14 engaged in duties that meet the test of the exemption, customarily and regularly exercise
15 discretion and independent judgment in performing his or her duties, and earn a monthly salary
16 equivalent to no less than two times the state minimum wage. E.g., Wage Order 7-2001, §§
17 1(A)(2)(a)-(g). Here, Plaintiff contends Defendant failed to pay class members on the required
18 salary basis; for example, Plaintiff's salary of \$4,400/month was less than the \$4,853.33 per
19 month needed to meet the exemption in 2021 when the state minimum wage as \$14/hour.
20 Furthermore, Plaintiff contends the duties and responsibilities of the class members' job positions
21 did not involve management of the business and they didn't exercise any discretion/independent
22 judgment such that they met the requirements of the administrative exemption. Accordingly,
23 Plaintiff argues the class was misclassified and entitled to receive overtime wages and all required
24 meal and rest breaks.

25 13. Defendant denies Plaintiff's contentions, claiming its compensation policies
26 properly paid Plaintiff and the class members for all hours worked, noting there is nothing
27 improper about paying non-exempt employees a "salary" for 40 hours of work per week, and that
28 its records show Plaintiff and the class members rarely worked more than 40 hours per week and

1 that it paid for documented overtime. Wooltari also argued it made meal and rest breaks available
2 to Class Members in compliance with California law and that its meal and rest break policies are
3 lawful and that Class Members were frequently reminded they were required to take all meal and
4 rest breaks. Defendant also contends its meal and rest break policies and practices comported with
5 the flexibility the *Brinker* court held was integral to California's meal and rest period
6 requirements. Finally, Defendant argues that Plaintiff's meal and rest break claims are not
7 susceptible to common proof, as the claims would require individualized inquiry, including
8 whether there was an unlawful companywide policy, whether employees had the opportunity to
9 take meal and rest periods, whether they voluntarily chose to forego their meal and rest periods,
10 and whether Defendant ever prevented them from taking meal and rest periods. Accordingly,
11 Defendant contends class treatment is not appropriate.

12 14. Without taking into consideration any of Defendant's defenses to certification or
13 on the merits, Plaintiff estimates Wooltari faces around **\$1,432,000** in damages for unpaid
14 overtime, around **\$919,670** for meal period violations assuming a 100% violation rate, and around
15 **\$919,670** in damages on the rest period claims, again assuming a 100% violation rate.

16 15. On the inaccurate wage statement claims under Labor Code section 226, Plaintiff
17 contends Wooltari's wage statements violate Section 226 on their face by failing to correctly state
18 the total hours worked during each pay period and by failing to state the applicable hourly rates in
19 effect during each pay period. Plaintiff further alleges derivative violations, and contends that if
20 she prevails on her primary unpaid wage claims then the wage statements would be further
21 inaccurate. Plaintiff estimates Wooltari faces over **\$173,800** in wage statement penalties under
22 Labor Code 226.

23 16. As a result of the above alleged violations, Plaintiff also derivatively alleges
24 Wooltari failed to timely pay all wages that were due and owing upon separation of employment.
25 Thus, should the primary claims for unpaid wages fail, the waiting time penalty claims would also
26 fail. Defendant further contends it would not be liable for waiting time penalties because a "good
27 faith dispute" exists over the payment of past wages. *Amaral v. Cintas Corp. No. 2* (2008) 163
28 Cal.App.4th 1157, 1201. Further, Defendant contends Plaintiff would have to prove Defendant

1 “willfully” failed to pay Class Members appropriate wages due upon separation of employment.
2 (Serb Decl., ¶ 46.) Without taking into consideration any of Defendant’s defenses to certification
3 or on the merits, Plaintiff calculated Defendant’s maximum exposure for waiting time penalties at
4 about **\$141,000** based on 25 former employees during the limitations period.

5 17. For the expense reimbursement claims, Plaintiff argues Wooltari requires Class
6 Members to use their personal cell phones to communicate with supervisors and coworkers
7 regarding their work without reimbursement. In response, Wooltari contends there was no need to
8 use a personal cell phone in the performance of Class Member job duties, and if anyone did so it
9 was purely for personal convenience and not a job requirement and therefore no reimbursement
10 was required. Without accounting for any potential defenses, Plaintiff estimates she and the Class
11 Members are entitled to about **\$40,000** in expense reimbursement.

12 18. As far as potential PAGA liability, the theoretical civil penalties likely are around
13 \$2.5 million should Plaintiff prevail on all claims and establish violations of the multiple Labor
14 Code sections at issue. As with the class claims, Plaintiff discounted the potential PAGA
15 penalties based on Defendant’s various defenses on the merits and also accounted for the Court’s
16 wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the
17 Parties allocated \$20,000 to PAGA penalties. Plaintiff submits this amount is reasonable under
18 the circumstances and in line with comparable settlements in other wage and hour class actions in
19 California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the
20 settlement, and will be able to weigh in as necessary.

21 19. If the case had not settled, the risk and expense associated with litigation would
22 have been extremely time consuming and expensive. Merits discovery and trial preparation
23 would have been extensive. For example, our attorneys have been involved in smaller sized
24 class/representative cases where, after class certification, the parties undertook merits discovery
25 and still took over 40 depositions and interviewed dozens of additional witnesses before
26 settlement. It is also common now in wage and hour class/representative actions for both sides to
27 retain experts to assess various issues in a case. For instance, it is possible this matter would have
28 required one or more experts, or perhaps a special master, to review and analyze the defendant’s

1 time and payroll records in order to calculate the to calculate the exact amount of pay lost to
2 Defendant's time keeping policies, or to undertake an analysis of these issues via a survey and
3 statistical analysis. Indeed, my office found this necessary just for purposes of preparing for
4 mediation. The cost of such experts easily can run into the tens of thousands of dollars.

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

20 21. Thus, Plaintiff and I discounted the value of the class claims consistent with the
21 risks discussed above, and carefully weighed the likelihood of the class receiving substantially
22 greater benefit if the litigation continued. We concluded – in light of these very real and
23 substantial risks – settlement on the proposed terms and without prolonged and costly litigation
24 was in the best interests of the class. The overall \$300,000 recovery represents a significant
25 percentage of Defendant's potential exposure. Given Defendant's multi-layered defenses and all
26 other potential risks of continued litigation, a total recovery for the class of \$300,000, which will
27 result in average award of about \$2,122 per class member, plus additional sums under PAGA, is a
28 significant result well within the range of reasonableness considering all potential outcomes, and

1 it will provide direct monetary awards to all Class Members without further delay.

2 **SETTLEMENT ADMINISTRATION COSTS**

3 22. The settlement provides for a payment to ILYM from the GSA for its services as
4 the Settlement Administrator. As set forth in the Declaration of Nicole Bench, ILYM has
5 performed and will continue to perform its required duties through final distribution of the
6 settlement funds, and incurred \$3,999.00 in fees and expenses. Accordingly, Plaintiff respectfully
7 requests the Court approve payment of \$3,999.00 to ILYM from the GSA.

8 **ATTORNEY'S FEES AND COSTS**

9 23. Per the terms of the settlement, up to 33.33% of the gross amount is allocated to
10 payment of reasonable attorney's fees, or \$100,000. Here, the parties did not negotiate the
11 inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to
12 the Class was completed. The requested fee and cost award was a product of these arms-
13 length negotiations and fairly reflects the marketplace value of the services rendered by Class
14 Counsel in this case for the reasons addressed herein.

15 24. Over the two plus years we have been representing Plaintiff in this matter,
16 Crosner Legal's efforts included: (1) extensive pre-lawsuit investigation of the claims of
17 Plaintiff and the putative class, including legal research, research into similar claims and claims
18 against other employers in the same industry, and attempts to locate and contact other ELA
19 employees; (2) drafting a PAGA notice letter; (3) drafting the initial complaint and related
20 documents; (4) case management, including communications with defense counsel, meeting and
21 conferring/preparing case management statements, etc.; (5) drafting a first amended complaint;
22 (6) propounding initial written discovery, (7) lengthy discussions with defense counsel regarding
23 settlement/mediation and informal discovery needed for meaningful settlement discussions; (8)
24 engaging in substantial informal discovery, including propounding informal discovery "requests"
25 and reviewing documents and other information produced; (9) drafting a mediation brief and
26 accompanying damages model after review and analysis of Defendant's informal discovery
27 production; (10) attending an all-day mediation; (11) negotiating and drafting the settlement
28 agreement and related documents; (12) drafting an amended complaint to effectuate the

1 settlement; (13) drafting the motion for preliminary approval, and attending the hearing; (14)
2 administration of the settlement, including communications with the Settlement Administrator
3 and settlement class members; (15) drafting the motion for final approval and motion for
4 attorney's fees, and attending the final approval hearing; and (16) extensive communications with
5 the Plaintiff regarding case status, case investigation and document review, mediation, and
6 settlement terms. Additionally, we will incur additional time following final approval to, inter
7 alia, respond to class member inquiries, work with the Settlement Administrator on the
8 distribution of settlement funds, and on the compliance hearing. Attached hereto as Exhibit 2 is a
9 true and correct summary of Crosner Legal's work performed and time expended on this matter.

10 25. I graduated from Trinity Law School in 2017 and joined Mara Law Firm, PC
11 (formerly The Turley and Mara Law Firm, APLC) that same year. I later joined Crosner Legal
12 in 2020 and am currently employed as a senior associate in the wage and hour department. I
13 have solely handled wage and hour class actions and PAGA lawsuits for six (6) years. I
14 routinely write and oppose motions, draft complaints, appear before the Court at law and
15 motion and settlement hearings, engage in the discovery process, including drafting Belaire-
16 West notices and meet and confer letters. I have obtained class certification in the following
17 matters: *Hernandez v. Aviation Port Services, LLC*, Kern County Superior Court Case No.
18 BCV-18-100141. I have also assisted in obtaining millions of dollars for employees in the
19 following court-approved class action and/or representative PAGA settlements: *Michael*
20 *Campbell, et al. v. Symons Emergency Specialities, Inc.*, San Bernardino County Superior Court
21 Case No. CIVDS1903158; *Amber Collins v. Danbarb, Inc., et al.*, Los Angeles County Superior
22 Court Case No. 20STCV44190; *Michael Elridge v. LA Downtown Medical Center, LLC, et al.*,
23 Los Angeles County Superior Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra*
24 *Aluminum Company, et al.*, San Bernardino County Superior Court Case No. CIVDS2010856;
25 *Elaine Moyal v. Cabinets To Go, LLC*, Los Angeles County Superior Court Case No.
26 20STCV32477; *Genevieve Rangel v. Bassett Direct NC, LLC*, Orange County Superior Court
27 Case No. 30-2018-01040101-CU-OE-CXC; *Jacob Buys v. Sizewise Rentals, Inc., et al.*,
28 Sacramento County Superior Court Case No. 34-2018-00225848-CU-OE-GDS; *Alejandro*

1 *Valencia v. VM Tree Service, Inc., et al.*, Riverside County Superior Court Case No.
2 RIC1819395; *Joshua Rael v. Intercontinental Hotels Group Resources, Inc.*, Los Angeles
3 County Superior Court Case No. 19STCV16010; *Angel Cervantez v. Valley Pallet, Inc.*,
4 Sacramento County Superior Court Case No. 34-2018-00234334-CU-OE-GDS; *Tonja*
5 *Edwards-Bloodsaw v. Sandburst Convalescent Group, LTD, et al.*, Los Angeles Superior Court
6 Case No. 19STCV15797; *Moriah Holtegaard, et al. v. Howroyd-Wright Employment Agency,*
7 *Inc. dba AppleOne Corporation Services, et al.*, Central District Court of California, Eastern
8 Division, Case No. 5:20-cv-00509 JGB (KKx); *Jade Findley, et al. v. Avenue5 Residential,*
9 *LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV34633; *Keivan Keyhanzad v.*
10 *Ryan Cars, LLC dba Pomona Kia, et al.*, Riverside County Superior Court Case No.
11 RIC1905276; *Luis Bolanos v. FSC Corporation dba Il Pastaio Restaurant, et al.*, Los Angeles
12 County Superior Court Case No. BC722758; *Loretta Cannon v. Pasadena Hospital Association,*
13 *LTD dba Huntington Hospital*, Los Angeles County Superior Court Case No. 19STCV14554;
14 *Nathan Kapusta v. Cardinale Motors SLO, Inc., et al.*, Kern County Superior Court Case No.
15 BCV-20-101593; and *Jesse McCauley v. Mullahey Ford, Inc., et al.*, San Luis Obispo County
16 Superior Court Case No. 21CV0001.

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

27 27. In 2013, Mr. Crosner founded the law firm of Crosner Legal, P.C. which since its
28 inception has focused almost exclusively on wage and hour class actions and other labor and

1 employment law cases representing plaintiffs. Currently, over ninety percent (90%) of his
2 practice is dedicated exclusively to the prosecution of wage and hour class actions, and Crosner
3 Legal is currently responsible as lead counsel or co-lead counsel for prosecuting well over fifty
4 (50) wage and hour class actions and/or PAGA representative actions in both federal and state
5 courts throughout California.

6 28. Mr. Crosner currently is an executive board member of the Wage and Hour
7 Committee and the Legislative Committee for the California Employment Lawyers Association;
8 a member of the Grassroots Advocacy Team for the National Employment Lawyers
9 Association; Wage and Hour Committee member and Class Action Committee member for the
10 National Trial Lawyers; a member of the American Association for Justice; and member of the
11 Pound Civil Justice Institute. He was selected for 2018-20 by Super Lawyers as a “Southern
12 California Rising Star” for employment and labor law.

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

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

27 31. Kiara Bramasco received her undergraduate degree, magna cum laude, from
28 Loyola Marymount University in Political Science, and then received her JD from Loyola Law

1 School in 2018. She then spent several years with well-known plaintiff's firm Moss Bollinger,
2 first as a law clerk and then as an associate, where her practice focused on employment law,
3 particularly wage and hour class action and PAGA litigation. She joined Crosner Legal in 2021.

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

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

12 33. 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, and Branden Hamilton \$600/hour.

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

1 Kawahito Law Group in Los Angeles, with approximately 16 years of experience \$750/hour
2 (2020).

3 35. The requested rates also comport with the adjusted Laffey Matrix, which provides
4 that reasonable hourly rates for attorneys with for an attorney with 10+ years of experience, such
5 as Mr. Cronser and Ms. Serb, is some \$800. The adjusted Laffey Matrix may be found at
6 <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article, “Billable Hours
7 Aren’t the Only Game in Town Anymore,” NATIONAL LAW JOURNAL, which set forth the
8 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 36. After the analysis above, Crosner Legal’s lodestar is \$128,320.00, based on 174.8
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 37. 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 \$100,000.00 based on the common fund theory with a corresponding lodestar
23 cross-check and no enhancement.

24 38. 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
26 invested litigating the case. Throughout the pendency of this case, the firm has received no
27 compensation or reimbursement for its efforts representing Plaintiff and the Class.

28 39. 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
11 reimbursement on behalf of outside salespersons, after more than a year of combative litigation
12 and shortly before plaintiff's class certification motion was due, the defendant was taken over by
13 federal regulators. In each of these instances the plaintiff's firm received nothing despite the
14 investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

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

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$3,655.43
Mediation Fees	\$7,500.00
Case Anywhere	\$789.00
Expert Witness Fees	\$2,590.00
Postage/Overnight/Fax	\$90.57
PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$14,700.00

25 41. I therefore respectfully request the Court approve payment of \$14,700.00 in
26 litigation costs and expenses to Crosner Legal.

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42. 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 9th day of December 2024, at Los Angeles, California.


Declarant

EXHIBIT

1

EXHIBIT

2

Jihyun Kwon vs. Wooltari USA, Inc.
(Los Angeles Superior court Case No. 22STCV37161)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Kiara Bramasco	Michael Jones	Branden Hamilton
Pre-filing Case Investigation	7.4	0.0	1.6	0.0	5.8
Pleadings and Law and Motion	3.1	0.0	4.8	0.0	10.7
Discovery and Post-Filing Investigation	4.7	0.0	0.0	0.0	0.0
Court Appearances	0.0	0.0	0.0	2.0	0.0
Case Management; Litigation Strategy & Analysis	8.4	60.7	0.0	4.9	0.0
Mediation and Settlement	8.5	56.9	0.0	0.0	0.0
Total Hours	27.4	117.6	6.4	6.9	16.5
Hourly Rate	\$800	\$750	\$650	\$600	\$600
Lodestar	\$21,920	\$88,200	\$4,160	\$4,140	\$9,900

Total Hours: 174.8
Total Lodestar: \$128,320.00