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9 Attorneys for Plaintiff ROCIO JUAREZ
10 As an individual and on behalf of all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 ROCIO JUAREZ, as an individual on
14 behalf of herself and on behalf of all others
15 similarly situated,

16 Plaintiff,

17 v.

18 EXCEL RESIDENTIAL SERVICES,
19 INC., a California corporation; and DOES
20 1-100, inclusive,

21 Defendants.

Case No.: 23STCV05997

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

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

Date: August 13, 2025
Time: 10:30 a.m.
Dept.: SSC-12

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1 Labor Code. Shortly after the cases were filed, Excel provided Plaintiff's counsel with the arbitration
2 agreements in effect during the Class Period, but in lieu of fighting over arbitration and potentially
3 submitting multiple arbitration demands, the Parties agreed to attend an early mediation.

4 5. The Parties then engaged in significant informal discovery to facilitate an exchange
5 of information necessary to engage in a meaningful mediation. Defendant provided Plaintiff with
6 extensive informal discovery, including Plaintiff's personnel, time, and payroll records, time and
7 payroll records for a randomly selected sampling of Class Members, wage statement exemplars,
8 Defendant's employee handbooks, including Defendant's policies and procedures regarding the
9 payment of wages, the provision of meal and rest breaks, timekeeping policies (including recording
10 hours), expense reimbursement policies, issuance of wage statements, and termination wages, as
11 well as information regarding the number of putative Class Members who are current and former
12 employees, the number of Aggrieved Employees, the number of workweeks throughout the Class
13 Period, and the number of pay periods throughout the PAGA Period.

14 6. In November 2023, the Parties participated in mediation with Steve Cerveris, Esq., a
15 respected wage and hour class action mediator and, after a full day of mediation, reached the
16 proposed settlement.

17 **TERMS OF THE PROPOSED SETTLEMENT**

18 7. Under the settlement Defendant will pay \$342,500 into a common fund, the Gross
19 Settlement Amount (GSA"). Attorney's fees of up to \$114,166.67 (33.33% of the GSA), litigation
20 costs of up to \$20,000, an enhancement award to Plaintiff of no more than \$2,500, settlement
21 administration costs of \$4,695, and \$10,000.00 for PAGA civil penalties (of which \$7,500 will go
22 to the California Labor & Workforce Development Agency ("LWDA") for the State's share of civil
23 penalties and \$2,500 will go to eligible Aggrieved Employees), all will be paid from the GSA. The
24 remainder of around \$191,232 will be allocated pro rata to the Class Members based on their weeks
25 worked during the Class Period. No portion of the GSA will revert to Excel.

26 8. As noted, the settlement obligates Defendant to pay \$342,500 to resolve the
27 Settlement Class's claims, inclusive of attorney's fees and costs. At least \$191,232 from the GSA
28 will be distributed to the Participating Class Members. This is a cash settlement that does not

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

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

18 10. Upon final approval and payment of the GSA, Participating Class Members shall
19 forever release the Released Parties for the Released Claims for the Class Period, including all
20 claims pleaded in the Operative Complaint, and which could reasonably have been alleged, based
21 on the Class Period facts, allegations, and/or claims stated in the Operative Complaint, for work
22 performed during the Class Period, and as specifically detailed in Sections 5.2 of the Agreement.
23 (Agreement, § 5.2). Additionally, the Aggrieved Employees will the Released Parties from all
24 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the
25 PAGA Period facts stated in the Operative Complaint, and PAGA Notice, and as more specifically
26 detailed in Section 5.3 of the Agreement.

27 11. As noted, the Parties allocated \$10,000 from the GSA to resolution of Plaintiff's
28 claims under PAGA, and respectfully request that the Court approve that amount as fair,

1 reasonable and adequate, and consistent with PAGA's underlying purposes. Under PAGA, \$7,500
2 of this amount will be paid to the LWDA as the state's share of the civil penalties, and the
3 remainder of \$2,500 will be distributed to the 57 Aggrieved Employees eligible to receive a
4 PAGA payment. As required by Labor Code section 2699(1)(2), my office notified the LWDA of
5 the settlement and the final approval hearing via its online portal. A true and correct copy of the
6 LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

7 **The Proposed Settlement Merits Final Approval and Is Fair and Reasonable Considering**
8 **the Benefits Conferred, the Case Value, and Significant Litigation Risks**

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

19 13. Using that data, Plaintiff ran various calculations and estimated Defendants'
20 theoretical maximum exposure on the class claims at about \$2.777 million. Plaintiff and counsel
21 substantially discounted the value of these claims, however, in light of the multiple and considerable
22 risks posed by proceeding with the litigation, as Defendant raised numerous defenses and vigorously
23 defended against these claims.

24 14. First, Plaintiff further contends Defendant failed to pay all minimum and overtime
25 wages due to the class members. Here, she alleges Excel rounded time punches exactly to the nearest
26 quarter-hour interval even though Plaintiff and class members frequently worked 5-10 additional
27 minutes after the scheduled end of shift completing work duties. According to Plaintiff's expert,
28 approximately 41% of all shifts during the Class Period had punches that were rounded in this

1 manner. Second, Plaintiff and class members spent their meal break time traveling between their
2 different work locations and accordingly but were not paid for this time. As mentioned earlier,
3 Plaintiff worked at two different locations each shift, and she would spend the first half of her day
4 cleaning at the first location and then while purportedly on her lunch break she was required to drive
5 10-15 minutes to the second to finish her shift. This travel time was unpaid. For mediation purposes,
6 Plaintiff's expert conservatively estimated 15-minutes per shift is owed in off the clock wages
7 (53.2% of which is calculated at the overtime rate) for an estimated exposure of approximately
8 **\$355,970**, exclusive of any of Excel's defenses to class certification or on the merits.

9 15. Plaintiff also alleges Defendant failed to incorporate all forms of compensation into
10 the regular rate of pay calculations when paying overtime and sick pay as required by California
11 law. Per Plaintiff's experts, the total exposure on this claim was around **\$4,000**.

12 16. In response, Excel argued its payroll and timekeeping policies are fully compliant,
13 and that it properly tracked and paid for all hours worked at the appropriate hourly wage. Defendant
14 also argued that, if any class members failed to record and report time, whether travel time or
15 otherwise, it was in violation of company policy and would have occurred on a haphazard and
16 individual basis. Accordingly Defendant argued the issue would not be certifiable since it would
17 require individualized inquiries whether any compensable "off the clock" work occurred and why
18 it was or was not documented and paid for.

19 17. Next, Plaintiff contends Defendant failed to provide legally compliant meal and rest
20 breaks. Specifically, as to meal breaks, for the same reasons addressed above, Plaintiff contends she
21 and the class members did not receive compliant meal breaks because they spent part of their meal
22 periods traveling between work locations. Additionally, Plaintiff's expert's analysis suggests
23 approximately 41% of all shifts during the Class Period had punches that were rounded exactly to
24 the nearest quarter-hour interval in violation of California law.

25 18. Plaintiff also contends Excel failed to provide duty-free rest periods to Class
26 Members and that its written policies did not adequately inform employees they were entitled a net
27 10 minute break free from all employee control. As a result, per Plaintiff, Excel failed to relinquish
28 control over how Class Members utilized their rest period time by retaining control over the location

1 where employees took rest periods, by prohibiting employees from leaving the premises during rest
2 periods, and otherwise subjecting Class Members to policies imposing employer control during their
3 break time.

4 19. Defendant denies Plaintiff's contentions, claiming it made meal and rest breaks
5 available to Class Members in compliance with California law. Defendant contends its meal and
6 rest break policies are lawful and that Class Members were frequently reminded they were required
7 to take all meal and rest breaks. Defendant also contends that time records demonstrate that Class
8 Members took duty-free, timely meal and rest breaks, and strongly denied that employees were
9 required to travel or do work of any kind while on a meal break. Defendant also contends its meal
10 and rest break policies and practices comported with the flexibility the *Brinker* court held was
11 integral to California's meal and rest period requirements. Finally, Defendant argues that Plaintiff's
12 meal and rest break claims are not susceptible to common proof, as the claims would require
13 individualized inquiry, including whether there was an unlawful companywide policy, whether
14 employees had the opportunity to take meal and rest periods, whether they voluntarily chose to
15 forego their meal and rest periods, and whether Defendant ever prevented them from taking meal
16 and rest periods. Accordingly, Defendant contends these claims are vulnerable to a ruling that class
17 treatment is not appropriate. Without taking into consideration any of Defendant's defenses to
18 certification or on the merits, Plaintiff estimates Excel faces around **\$834,905** in damages for meal
19 period violations assuming a 100% violation rate and after accounting for meal period premiums
20 paid. On the rest period claims, Plaintiff estimates around **\$917,900** in damages, assuming a 100%
21 violation rate.

22 20. On the expense reimbursement claims, Plaintiff alleges employees were required to
23 use their own personal vehicles to drive to multiple properties each day to perform their job duties.
24 For example, Plaintiff would begin her workday at one location and spend half of her day there,
25 cleaning the property. On her lunch break, she was required to relocate to the second location,
26 approximately 10-15 minutes away, to finish her work day cleaning the second location. Plaintiff
27 and the class members received no mileage or other reimbursement for the expenses incurred using
28 their personal vehicles. Without taking into consideration any of Defendant's defenses to

1 certification or on the merits, Plaintiff calculated Defendant's maximum exposure for unreimbursed
2 expenses at about **\$173,700**.

3 21. As a result of the above alleged violations, Plaintiff also derivatively alleges Excel
4 failed to provide accurate wage statements and further failed to timely pay all wages that were due
5 and owing upon separation of employment. Thus, should the primary claims fail, Plaintiff's claim
6 for wage statement violations and waiting time penalties would also fail. Defendant also contends
7 it would not be liable for waiting time penalties because a "good faith dispute" exists over the
8 payment of past wages. Without taking into consideration any of Defendant's defenses to
9 certification or on the merits, Plaintiff calculated Defendant's maximum exposure for inaccurate
10 wage statements at about **\$232,450**, and the exposure for waiting time penalties at about **\$258,465**
11 based on 62 former employees during the limitations period.

12 22. As far as potential PAGA liability, the theoretical civil penalties likely are around
13 \$1,573,000 should Plaintiff prevail on all claims and establish violations of the multiple Labor Code
14 sections at issue for each and every pay period. As with the class claims, Plaintiff discounted the
15 potential PAGA penalties based on Defendant's various defenses on the merits and also accounted
16 for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all.
17 Accordingly, the Parties allocated \$10,000 to PAGA penalties. Plaintiff submits this amount is
18 reasonable under the circumstances and in line with comparable settlements in other wage and hour
19 class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA
20 portion of the settlement, and will be able to weigh in as necessary.

21 23. 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 would
23 have been extensive. For example, our attorneys have been involved in comparably 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 24. 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, continued
8 litigation would be lengthy and expensive as the parties pursued merits discovery, a probable
9 motion to decertify, as well as trial and possible appeals, and would substantially delay any
10 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 of
17 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 25. Plaintiff and I discounted the value of the class claims consistent with the risks
21 discussed above, and carefully weighed the likelihood of the class receiving substantially greater
22 benefit if the litigation continued. We concluded – in light of these very real and substantial risks –
23 settlement on the proposed terms and without prolonged and costly litigation was in the best interests
24 of the class. The overall \$342,500 recovery represents a significant percentage of Defendant's
25 potential exposure. Given Defendant's multi-layered defenses and all other potential risks of
26 continued litigation, a total recovery for the class of \$342,500, which will result in average award
27 of about \$1,337 per class member, plus additional sums under PAGA, is a significant result well
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1 within the range of reasonableness considering all potential outcomes, and it will provide direct
2 monetary awards to all Class Members without further delay.

3 **SETTLEMENT ADMINISTRATION COSTS**

4 26. The settlement provides for a payment to Apex Class Action LLC from the GSA
5 for its services as the Settlement Administrator. As set forth in the Declaration of Ryan
6 McNamee, Apex has performed and will continue to perform its required duties through final
7 distribution of the settlement funds, and incurred \$4,695 in fees and expenses. Accordingly,
8 Plaintiff respectfully requests the Court approve payment of \$4,695 to Apex from the GSA.

9 **PLAINTIFF'S ENHANCEMENT AWARD**

10 27. Pursuant to the terms of the settlement, Plaintiff seeks a modest incentive award of
11 \$2,500 for her service in bringing these claims on behalf of the Class. The request is reasonable
12 given the risks she undertook on behalf of the Class Members. By contacting and retaining
13 counsel 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 herself to unwanted notoriety related to filing a public lawsuit (discoverable even through
16 a simple google search) for the benefit of other employees, placing herself at risk of discrimination
17 by future prospective employers. As set forth in more detail in her declaration submitted with the
18 preliminary approval motion, 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 **ATTORNEY'S FEES AND COSTS**

23 28. Per the terms of the settlement, up to 33.33% of the gross amount is allocated to
24 payment of reasonable attorney's fees, or \$114,166.67. Here, the parties did not negotiate the
25 inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to
26 the Class was completed. The requested fee and cost award was a product of these arms-
27 length negotiations and fairly reflects the marketplace value of the services rendered by Class
28 Counsel in this case for the reasons addressed herein.

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

24 30. I graduated from Trinity Law School in 2017 and joined Mara Law Firm, PC
25 (formerly The Turley and Mara Law Firm, APLC) that same year. I later joined Crosner Legal in
26 2020 and am currently employed as a senior associate in the wage and hour department. I have
27 solely handled wage and hour class actions and PAGA lawsuits for six (6) years. I routinely
28 write and oppose motions, draft complaints, appear before the Court at law and motion and

1 settlement hearings, engage in the discovery process, including drafting Belaire-West notices
2 and meet and confer letters.

3 31. I have obtained class certification in the following matters: *Hernandez v. Aviation*
4 *Port Services, LLC*, Kern County Superior Court Case No. BCV-18-100141. I have also assisted
5 in obtaining millions of dollars for employees in the following court-approved class action
6 and/or representative PAGA settlements: *Michael Campbell, et al. v. Symons Emergency*
7 *Specialities, Inc.*, San Bernardino County Superior Court Case No. CIVDS1903158; *Amber*
8 *Collins v. Danbarb, Inc., et al.*, Los Angeles County Superior Court Case No. 20STCV44190;
9 *Michael Elridge v. LA Downtown Medical Center, LLC, et al.*, Los Angeles County Superior
10 Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra Aluminum Company, et al.*, San
11 Bernardino County Superior Court Case No. CIVDS2010856; *Elaine Moyal v. Cabinets To Go,*
12 *LLC*, Los Angeles County Superior Court Case No. 20STCV32477; *Genevieve Rangel v. Bassett*
13 *Direct NC, LLC*, Orange County Superior Court Case No. 30-2018-01040101-CU-OE-CXC;
14 *Jacob Buys v. Sizewise Rentals, Inc., et al.*, Sacramento County Superior Court Case No. 34-
15 2018-00225848-CU-OE-GDS; *Alejandro Valencia v. VM Tree Service, Inc., et al.*, Riverside
16 County Superior Court Case No. RIC1819395; *Joshua Rael v. Intercontinental Hotels Group*
17 *Resources, Inc.*, Los Angeles County Superior Court Case No. 19STCV16010; *Angel Cervantez*
18 *v. Valley Pallet, Inc.*, Sacramento County Superior Court Case No. 34-2018-00234334-CU-OE-
19 GDS; *Tonja Edwards-Bloodsaw v. Sandburst Convalescent Group, LTD, et al.*, Los Angeles
20 Superior Court Case No. 19STCV15797; *Moriah Holtegaard, et al. v. Howroyd-Wright*
21 *Employment Agency, Inc. dba AppleOne Corporation Services, et al.*, Central District Court of
22 California, Eastern Division, Case No. 5:20-cv-00509 JGB (KKx); *Jade Findley, et al. v.*
23 *Avenue5 Residential, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV34633;
24 *Keivan Keyhanzad v. Ryan Cars, LLC dba Pomona Kia, et al.*, Riverside County Superior Court
25 Case No. RIC1905276; *Luis Bolanos v. FSC Corporation dba Il Pastaio Restaurant, et al.*, Los
26 Angeles County Superior Court Case No. BC722758; *Loretta Cannon v. Pasadena Hospital*
27 *Association, LTD dba Huntington Hospital*, Los Angeles County Superior Court Case No.
28 19STCV14554; *Nathan Kapusta v. Cardinale Motors SLO, Inc., et al.*, Kern County Superior

1 Court Case No. BCV-20-101593; and *Jesse McCauley v. Mullahey Ford, Inc., et al.*, San Luis
2 Obispo County Superior Court Case No. 21CV0001.

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

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

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

27 35. Jamie Serb is a partner with Crosner Legal and head of the firm's Wage and Hour
28 Practice Group. She graduated from the University of California, San Diego in 2004, graduated

1 from California Western School of Law in 2013, and has been a member of the California Bar
2 since 2013. She gained extensive experience in wage and hour litigation, beginning work as a
3 class action attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm,
4 APLC; Turley Law Firm, APLC).. She has handled wage and hour class actions and PAGA
5 lawsuits for over eight years and has assisted in obtaining millions of dollars for employees
6 during her years of practice.

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

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

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

1 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v.*
2 *Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15
3 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No.
4 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020
5 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty.
6 Super Ct.); a \$2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West*
7 *Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar
8 wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case
9 No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action
10 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.
11 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx*
12 *Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million
13 wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case
14 No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action
15 settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino
16 Cty. Super. Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo*
17 *Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct.); and a \$1.15 million
18 wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*,
19 Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action
20 settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super.
21 Court); a \$1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case
22 No. 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class
23 settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super.
24 Ct); a \$1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature*
25 *Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage
26 and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No.
27 CIVSB2229072 (San Bernardino Cty. Super Ct.) and a \$1 million wage and hour class action
28

1 settlement in 2025 in *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior
2 Ct).

3 39. Based upon the qualifications and experience set forth above, the following hourly
4 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M.
5 Crosner \$800/hour, Jamie K. Serb, \$750/hour, Nikki Trenner \$700/hour, Kiara Bramasco
6 \$650/hour, and Branden Hamilton \$600/hour.

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

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

1 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.36

2 42. After the analysis above, Crosner Legal's lodestar is \$112,365, based on 157.5
3 attorney hours spent litigating this case through the filing of this motion. Further, we will almost
4 certainly spend additional time addressing providing supplemental briefing prior to the hearing,
5 addressing settlement administration matters, responding to class member questions, etc.

6 43. As noted, Crosner Legal has represented Plaintiff for some two plus years with
7 respect to this matter and has expended a significant amount of time and resources in that
8 representation. The firm agreed to litigate this case on a purely contingent basis and in so doing
9 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the
10 case with these cases in general. Under all relevant factors (as outlined herein and in the
11 accompanying memorandum), Plaintiff respectfully requests the Court award her counsel the
12 requested fees of \$114,166.67 based on the common fund theory with a corresponding lodestar
13 cross-check and 1.01 upward enhancement.

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

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

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

5 46. Crosner Legal's litigation costs and expenses are capped at \$20,000 under the terms
6 of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my
7 firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$3,723.22
Mediation Fees	\$7,500.00
Case Anywhere	\$1,348.80
Expert Witness Fees	\$7,160.00
Postage/Overnight/Fax	\$98.91
PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$19,905.43

16 47. I therefore respectfully request the Court approve payment of \$19,905.43 in
17 litigation costs and expenses to my firm.

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

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct. Executed this 21st day of July, 2025, at San Diego, California.

22
23 
24 _____
25 Declarant

EXHIBIT

1

EXHIBIT

2

Rocio Juarez vs. Excel Residential Services, Inc.
(Los Angeles Superior Court Case Nos. 23STCV05997; 23STCV10049)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	3.1	0.0	0.0	7.1	6.4
Pleadings and Law and Motion	2.5	0.0	0.0	6.1	8.5
Discovery and Post-Filing Investigation	1.4	0.0	15.2	0.0	0.0
Court Appearances	0.0	0.0	7.3	0.0	0.0
Case Management; Litigation Strategy & Analysis	5.3	37.5	13.4	0.0	0.0
Mediation and Settlement	4.6	17.3	21.8	0.0	0.0
Total Hours	16.9	54.8	57.7	13.2	14.9
Hourly Rate	\$800	\$750	\$700	\$650	\$600
Lodestar	\$13,520.00	\$41,100.00	\$40,390.00	\$8,580.00	\$8,940.00

Total Hours: 168.0
Total Lodestar: \$112,530