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Attorneys for Plaintiff STANLEY GLENN

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF CONTRA COSTA

STANLEY GLENN, as an individual and
on behalf of all others similarly situated,

Plaintiff,
vs.

THE MCCOY GROUP, LLC., a
California limited liability company;
MCCOY GROUP, INC., a Wisconsin
corporation; FOODLINER, INC., a
Wisconsin corporation; and DOES 1-
100, inclusive,

Defendants.

CASE NO.: C23-00863

Assigned for All Purposes to:
Hon. Edward G. Weil
Dept. 39

**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 Jarrod Salinas; [Proposed] Order]

DATE: February 20, 2025
TIME: 8:30 a.m.
DEPT.: 39

1 I, NIKKI TRENNER, declare as follows:

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

5 2. McCoy is a family-owned and operated company that provides transportation
6 services, including shipping, truck sales, leasing, and rentals. Defendant Foodliner, Inc. is part of
7 The McCoy Group and operates as the largest food grade bulk carrier in the United States.
8 Plaintiff Glenn was employed by McCoy as a truck driver from July 2020 to May 2022. Plaintiff
9 worked primarily out of Defendant's location in Rialto, California.

10 3. Plaintiff alleges several wage and hour violations by Defendant. First, he claims
11 Defendant required Plaintiff and the Class Members to work off the clock as they were forced to
12 clock out of Defendant's timekeeping system while waiting, loading, and offloading cargo to
13 prevent running out of their daily hours of service under federal DoT regulations. Plaintiff further
14 alleges Defendant failed to pay for what amounted to "on duty" meal periods. For example,
15 Plaintiff claims McCoy's "vessel security" policies mandate that drivers watch over their
16 equipment at all times during their shifts, and that other policies requiring that employees stay on
17 schedule and make all deliveries on time likewise caused meal periods to be "on duty." Plaintiff
18 also alleged he and the Class Members had to use their personal cell phones for work related
19 purposes, including communicating with supervisors before and after their shifts and
20 downloading the company application onto their personal phones to conduct daily work activities,
21 all without any reimbursement.

22 4. Based on these allegations, on April 13, 2023, Plaintiff filed the underlying class
23 action against McCoy on behalf of himself and all other similarly situated non-exempt
24 employees alleging (1) failure to pay minimum wages and liquidated damages; (2) failure to
25 furnish itemized wage statements; (3) failure to timely pay all wages due upon separation of
26 employment; (4) failure to reimburse business expenses; and (5) violations of the Unfair
27 Competition Law. After exhausting administrative remedies, on October 3, 2023, Plaintiff filed a
28 First Amended Complaint adding a cause of action under PAGA. The FAC is the operative

1 complaint for purposes of settlement.

2 5. McCoy has at all times denied Plaintiff's allegations and maintained its and
3 payroll and timekeeping policies and procedures comply with California law, and that it paid the
4 class members for all hours worked and paid all wages due. Defendant also contends there would
5 be no need for any class member to use their own phone on company business and therefore no
6 reimbursement is owed. Additionally, McCoy strongly contends the case cannot be maintained as
7 a class action, arguing for example that to the extent class members worked off the clock it was
8 intermittent and infrequent, against company policy, and evidence of such missed breaks would
9 be anecdotal, and therefore individualized issues would predominate.

10 6. After Plaintiff filed his complaint, the Parties engaged in initial written discovery
11 and, after meeting and conferring regarding discovery, law and motion, and other case
12 management issues, agreed to attempt mediation. The Parties also agreed on a protocol for an
13 exchange of substantial documents and information before the mediation to facilitate the
14 settlement discussions. Consequently, Plaintiff's counsel reviewed payroll records, compensation
15 plans, personnel policies/handbooks, personnel files, and a random of sampling of Class Member
16 paystubs and time records. Plaintiff then had those records analyzed by Berger Consulting Group
17 to look for, inter alia, violation rates for potential damages from off the clock work, unreimbursed
18 expenses, etc. Defendant also provided data regarding the total number of putative class
19 members, the estimated total amount of workweeks and pay periods they worked, and average
20 pay rates, among other relevant data.

21 7. The Parties then engaged Steve Mehta, Esq., a respected professional neutral with
22 substantial wage and hour and class action experience and, in February 2024, the Parties
23 participated in a full day mediation with Mr. Mehta. Throughout the day, the arms-length
24 negotiations were hard-fought and adversarial as the Parties exchanged extensive information on
25 their legal and factual positions, and made numerous offers and counter-offers. With the
26 mediator's assistance, the Parties were able to reach agreement on all major issues.

27 **THE PROPOSED SETTLEMENT TERMS**

28 8. Under the settlement and after application of the Settlement Agreement's escalator

1 clause, McCoy will pay \$217,803.39 into a common fund, the Gross Settlement Amount (“GSA”).
2 Attorney’s fees of up to \$72,601.13 (1/3 of the escalated GSA), litigation costs of up to \$20,000
3 (only \$16,770.19 is requested), settlement administration costs of no more than \$7,500, a service
4 award to Plaintiff of no more than \$10,000, and PAGA civil penalties of \$10,000, all will be paid
5 from the GSA. The balance of around \$82,500 will be allocated pro rata to the Class Members
6 based on their weeks worked during the Class Period. No portion of the GSA will revert to McCoy.

7 9. As noted, the escalated settlement obligates McCoy to pay \$217,803.39 to resolve
8 the Settlement Class’s claims, inclusive of attorney’s fees and costs. At least \$100,932 from the
9 GSA will be distributed to the Participating Class Members. This is a cash settlement that does
10 not require Participating Class Members to submit a claim form to receive their settlement share.
11 Participating Class Members will receive their settlement checks automatically via First Class
12 U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining
13 eighty percent will be allocated to expenses, penalties and interest, which allocation is consistent
14 with McCoy’s potential liability. McCoy will pay any and all applicable employer-side payroll
15 taxes separately and in addition to the GSA. Subject to the Court’s approval, any amounts not
16 claimed (because a class member does not cash their settlement check) will be forwarded to the
17 State Controller’s Unclaimed Property Fund.

18 10. Each Participating Class Member will receive a share of the Net Settlement
19 Amount based on his or her total weeks worked in California as a non-exempt employee during
20 the Class Period. Thus, each Class Member’s Individual Settlement Payment will be calculated
21 using criteria typically used in determining appropriate amounts of unpaid wages, unreimbursed
22 expenses, and potential statutory penalties under applicable law. These methods are intended to
23 ensure each Class Member receives a settlement award corresponding to the relative value of
24 their potential claims. The proposed allocation provides a reasonable way to compensate Class
25 Members based on the amount of time they worked for McCoy in California and the amount
26 unpaid off the clock work, unreimbursed expenses, etc.

27 11. All Participating Class Members will release McCoy from all claims alleged in the
28 operative complaint, or that could have been brought based on the factual allegations in the

1 complaint during the Class Period, including claims under PAGA. The release is limited to the
2 claims that were actually pleaded or could have been pleaded based on the alleged facts in the
3 operative complaint.

4 12. The Parties allocated \$10,000 to resolution of Plaintiff's claims under PAGA and,
5 as addressed in more detail below, I submit that amount is fair, reasonable and adequate, and
6 consistent with PAGA's underlying purposes. As required by Labor Code section 2699(l)(2), my
7 office gave notice to the LWDA of the proposed settlement and the preliminary approval hearing.
8 A true and correct copy of the LWDA's acknowledgement of receipt is attached as Exhibit 1.

9 **The Proposed Settlement Meets the Kullar Factors**

10 13. Prior to the mediation, the parties engaged in both formal and informal discovery to
11 facilitate settlement discussions. Plaintiff reviewed documents and information regarding McCoy's
12 payroll practices, a random sampling of pay stubs and time records from class members, a class
13 list, applicable compensation plans and expense reimbursement plans, etc., and information from
14 Defendant regarding class size and breakdown, work weeks/pay periods, rates of pay, and other
15 information used to formulate a damages model. Plaintiff then had that information analyzed by a
16 consulting expert to assist in determining potential violation rates and other data used to formulate
17 a damages model.

18 14. Using that information, we estimated McCoy's potential exposure on the class
19 claims at approximately **\$2.336** million, including about \$1,337,000 on the unpaid wage/off the
20 clock claim, \$48,700 on the unreimbursed expense claim, \$448,000 on the wage statement claims,
21 and \$502,875 on the waiting time penalty claims.

22 15. First, on the unpaid wage claims, Plaintiff first contends McCoy off the clock as
23 they were forced to clock out of Defendant's timekeeping system while waiting, loading, and
24 offloading cargo to prevent running out of their daily hours of service under federal DOT
25 regulations. Plaintiff further alleges Defendant failed to pay for what amounted to "on duty" meal
26 periods. For example, Plaintiff claims McCoy's "vessel security" policies mandate that drivers
27 watch over their equipment at all times during their shifts, and that other policies requiring that
28 employees stay on schedule and make all deliveries on time likewise caused meal periods to be "on

1 duty.” On the other hand, McCoy argued its policies strictly prohibited any off the clock work, and
2 that is policies allowed employees sufficient time to complete all duties within the allocated hours
3 of service, and to take a full, off duty lunch break. Thus, per McCoy, any alleged off the clock
4 work would have been against company policy, done without the company’s knowledge or
5 approval, and therefore not compensable. Defendant further argued the issue is not certifiable since
6 it would require innumerable individualized inquiries to determine the reasons for any alleged off
7 the clock work and whether it was compensable.

8 16. The claims for unreimbursed business expenses under Labor Code § 2802 revolved
9 around Plaintiff’s allegations that McCoy required its non-exempt employees to use their personal
10 cell phones for business purposes including, but not limited to communicating with supervisors
11 while on duty, and downloading a company app used to conduct their duties. In response, Defendant
12 argued there was no need for employee’s to use personal phones for legitimate work purposes, and
13 that any such use would have been purely for personal convenience. Thus, per McCoy, use of
14 personal phones wasn’t necessary and therefore not reimbursable.

15 17. Plaintiff’s claims for penalties under Labor Code §§ 203 and 226 are derivative of
16 the underlying unpaid minimum and overtime wage claims and, accordingly, they would essentially
17 rise or fall with Plaintiff’s success or failure on his primary claims. Further, Plaintiff had to account
18 for the discretionary nature of such awards and the “good faith” and other defenses available to
19 Defendant.

20 18. On the PAGA claims, the alleged aggrieved employees theoretically are entitled to
21 penalties totaling about \$1.8 million should Plaintiff prevail on all claims, establish violations of
22 the multiple Labor Code sections at issue, and secure the maximum penalty for eligible pay periods.
23 As with the class claims, Plaintiff discounted the potential PAGA penalties based on Defendant’s
24 various defenses on the merits and also accounted for the Court’s wide discretion to reduce such
25 penalties, or to decline to award penalties at all. Plaintiff submits this amount is reasonable under
26 the circumstances and in line with comparable settlements in other wage and hour class actions in
27 California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the
28 settlement, and will be able to weigh in as necessary.

1 19. Overall, Defendant raised various defenses to Plaintiff's claims on both class
2 certification and the merits that, if successful, could have negatively impacted Plaintiff's claims
3 or potentially reduced potential damages. Accordingly, Plaintiff faced significant risks going
4 forward with this litigation, and given the need to secure and maintain class certification, prevail
5 at trial, and deal with post-trial appeals. The settlement obviates the significant risk that this Court
6 may find any kind of class or representative resolution unachievable or deny certification of all or
7 some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification of all or some of
8 the claims, continued litigation would be lengthy and expensive as the parties pursued merits
9 discovery, a probable motion to decertify, as well as trial and possible appeals, and would
10 substantially delay any recovery by the class with no assurance of recovering significantly more
11 than the proposed settlement. While Plaintiff and I are confident in the merits of these claims,
12 legitimate controversies exist regarding each one of them. We also recognize proving the amount
13 of wages and penalties due each Class Member would be an expensive, time-consuming, and
14 uncertain proposition.

15 20. Plaintiff and I discounted the value of the class claims consistent with the risks
16 discussed above, and carefully weighed the likelihood of the class receiving substantially greater
17 benefit if the litigation continued. We concluded – in light of these very real and substantial risks
18 – settlement on the proposed terms and without prolonged and costly litigation was in the best
19 interests of the class. The overall \$217,803.39 recovery represents a significant percentage of
20 Defendant's potential exposure and, given the multiple litigation risks addressed above, a total
21 recovery for the class of \$217,803.95, with an average award of some \$615 per class member, is a
22 fair result within the range of reasonableness considering all potential outcomes.

23 21. The settlement provides for a payment to Phoenix for its services as the Settlement
24 Administrator. As set forth in the Declaration of Jarrod Salinas, Phoenix has performed and will
25 continue to perform its required duties through final distribution of the settlement funds and
26 incurred \$7,500 in fees and expenses. Accordingly, we respectfully request the Court approve
27 payment of \$7,500 to Phoenix from the GSA.

28 22. A modest incentive award for Plaintiff is appropriate under applicable law. He

devoted time and resources to the litigation, provided documents, assisted Class Counsel with investigating the claims asserted and in preparing for mediation. The service payment provided to Plaintiff as the class representatives is typical in class action cases and reasonable. I submit an enhancement award to Plaintiff of not more than \$10,000.00 is reasonable in recognition of his time spent on this matter, the risks he undertook on behalf of the class, the benefit conferred to the class, and for providing a full general release of claims, and as addressed in his declaration filed with the preliminary approval motion.

23. Per the terms of the settlement, up to one-third of the gross settlement amount is allocated to payment of reasonable attorney's fees. Here, the parties did not negotiate the inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to the Class was completed. The requested fee and cost award was a product of these arms-length negotiations and fairly reflects the marketplace value of the services rendered by my office in this case for the reasons addressed herein.

24. Over the approximately two years of representing Plaintiff, Crosner Legal's efforts included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal research, obtaining Plaintiff's employment records, research into similar claims and claims against other employers in the same industry, and attempts to locate and contact other employees of Defendant; (2) drafting a PAGA notice letter; (3) drafting the initial complaint and related documents; (4) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, etc.; (5) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (6) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (7) drafting a mediation brief and accompanying damages model after review and analysis of defendant's informal discovery production; (8) attending an all-day mediation; (9) negotiating and drafting the settlement agreement and related documents; (10) drafting the amended complaint; (11) drafting the motion for preliminary approval and supplemental papers re: changing the notice period; (12) administration of the settlement,

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

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.

17 26. I have obtained class certification in the following matters: *Hernandez v.*
18 *Aviation Port Services, LLC*, Kern County Superior Court Case No. BCV-18-100141. I have
19 also assisted in obtaining millions of dollars for employees in the following court-approved
20 class action and/or representative PAGA settlements: *Michael Campbell, et al. v. Symons*
21 *Emergency Specialities, Inc.*, San Bernardino County Superior Court Case No. CIVDS1903158;
22 *Amber Collins v. Danbarb, Inc., et al.*, Los Angeles County Superior Court Case No.
23 20STCV44190; *Michael Elridge v. LA Downtown Medical Center, LLC, et al.*, Los Angeles
24 County Superior Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra Aluminum*
25 *Company, et al.*, San Bernardino County Superior Court Case No. CIVDS2010856; *Elaine*
26 *Moyal v. Cabinets To Go, LLC*, Los Angeles County Superior Court Case No. 20STCV32477;
27 *Genevieve Rangel v. Bassett Direct NC, LLC*, Orange County Superior Court Case No. 30-
28 2018-01040101-CU-OE-CXC; *Jacob Buys v. Sizewise Rentals, Inc., et al.*, Sacramento County

1 Superior Court Case No. 34-2018-00225848-CU-OE-GDS; *Alejandro Valencia v. VM Tree*
2 *Service, Inc., et al.*, Riverside County Superior Court Case No. RIC1819395; *Joshua Rael v.*
3 *Intercontinental Hotels Group Resources, Inc.*, Los Angeles County Superior Court Case No.
4 19STCV16010; *Angel Cervantez v. Valley Pallet, Inc.*, Sacramento County Superior Court Case
5 No. 34-2018-00234334-CU-OE-GDS; *Tonja Edwards-Bloodsaw v. Sandburst Convalescent*
6 *Group, LTD, et al.*, Los Angeles Superior Court Case No. 19STCV15797; *Moriah Holtegaard,*
7 *et al. v. Howroyd-Wright Employment Agency, Inc. dba AppleOne Corporation Services, et al.*,
8 Central District Court of California, Eastern Division, Case No. 5:20-cv-00509 JGB (KKx);
9 *Jade Findley, et al. v. Avenue5 Residential, LLC, et al.*, Los Angeles County Superior Court
10 Case No. 20STCV34633; *Keivan Keyhanzad v. Ryan Cars, LLC dba Pomona Kia, et al.*,
11 Riverside County Superior Court Case No. RIC1905276; *Luis Bolanos v. FSC Corporation dba*
12 *Il Pastaio Restaurant, et al.*, Los Angeles County Superior Court Case No. BC722758; *Loretta*
13 *Cannon v. Pasadena Hospital Association, LTD dba Huntington Hospital*, Los Angeles County
14 Superior Court Case No. 19STCV14554; *Nathan Kapusta v. Cardinale Motors SLO, Inc., et al.*,
15 Kern County Superior Court Case No. BCV-20-101593; and *Jesse McCauley v. Mullahey Ford,*
16 *Inc., et al.*, San Luis Obispo County Superior Court Case No. 21CV0001.

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

27 28. In 2013, he founded the law firm of Crosner Legal, P.C. which since its inception
28 has focused almost exclusively on plaintiff-side class actions lawsuits representing employees,

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

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

21 30. Jamie Serb is a partner with Crosner Legal and head of the firms’ Wage & Hour
22 practice group. She graduated from the University of California, San Diego in 2004, graduated
23 from California Western School of Law in 2013, and has been a member of the California Bar since
24 2013. She gained extensive experience in wage and hour litigation, beginning work as a class action
25 attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley
26 Law Firm, APLC). She joined Crosner Legal on January 4, 2021 as an associate attorney. She has
27 handled wage and hour class actions and PAGA lawsuits for the past several years and has assisted
28 in obtaining millions of dollars for employees during her years of practice.

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

7 32. 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 33. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
13 action settlements while serving as lead class counsel in recent years, including but not limited to
14 a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
15 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
16 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
17 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
18 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a
19 \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*
20 *dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and
21 hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160
22 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham*
23 *Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million
24 wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-
25 CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020 in
26 *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super
27 Ct.); a \$2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills*
28 *Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage

1 and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No.
2 CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action
3 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.
4 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply*
5 *Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million wage and
6 hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.
7 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement
8 in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super.
9 Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*
10 *Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million wage and
11 hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No.
12 21STCV18512 (Los Angeles Cty. Super. Ct.).

13 34. Based upon the qualifications and experience set forth above, the following hourly
14 rates are reasonable: Zach Crosner \$800/hour; Jamie Serb \$750/hour; Nikki Trenner\$700/hour;
15 Kiara Bramasco \$650/hour; and Branden Hamilton \$600/hour.

16 35. I request the Court apply the above hourly billing rates in this case, as they
17 reasonable in the California legal market for attorneys handling wage and hour class and PAGA
18 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. These rates have range from \$650 to
21 \$850 per hour for calendar years 2017-2023. Some examples include attorney Matthew Matern
22 of Matern Law Group in Los Angeles, with approximately 26 years of experience \$850/hour
23 (2018); Craig Ackermann of Ackermann & Tilajef, PC with approximately 25 years of
24 experience \$850/hour (2021), Michael Malk of Malk APC in Los Angeles, with approximately 16
25 years of experience \$650/hour (2018), Michael Singer and Isam Khoury of Cohelan Khoury &
26 Singer in San Diego, 35 years and 45 years of experience respectively, both \$825/hour (2018),
27 Zachary Crosner of Crosner Legal PC, 14 years of experience \$800/hour (2023), and James
28 Kawahito of Kawahito Law Group in Los Angeles, with approximately 16 years of experience

1 \$750/hour (2020).

2 36. The requested rates also comport with the adjusted Laffey Matrix, which provides
3 that reasonable hourly rates for attorneys with 10+ years of experience, such as Mr. Crosner. The
4 adjusted Laffey Matrix may be found at <http://www.laffeymatrix.com/see.html>.

5 37. After the analysis above, Crosner Legal's lodestar is \$101,685, based on 142.3
6 attorney and paralegal hours spent litigating this case through the filing of this motion. Further, we
7 will almost certainly spend additional time addressing settlement administration matters,
8 responding to class member questions, submitting the compliance report and amended judgment,
9 etc. On a lodestar basis, the fee request of \$72,601.13 is lower than the base lodestar and
10 accordingly there is no request to apply a lodestar enhancement.

11 38. As noted, Crosner Legal has represented Plaintiff for over a two years with respect
12 to this matter and has expended a significant amount of time and resources in that representation.
13 My firm agreed to litigate this case on a purely contingent basis and in so doing assumed
14 considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with
15 these cases in general. Under all relevant factors (as outlined herein and in the accompanying
16 memorandum), Plaintiff respectfully requests the Court award his counsel the requested fees of
17 \$72,601.13 based on the common fund theory with a corresponding lodestar cross-check and no
18 lodestar modifier.

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

23 40. Crosner Legal assumes a great deal of contingent risk in every wage and hour class
24 action it undertakes. Attorneys at the firm been involved in a number of cases where plaintiffs
25 and their counsel invested hundreds of hours to time and tens of thousands in costs with no return.
26 For example, in a matter alleging misclassification on behalf of a putative class of assistant
27 managers at major restaurant chain, after three years of exceptionally adversarial litigation and
28 the investment of over 1,000 hours of attorney time and over \$100,000 in costs, the trial court

1 denied plaintiffs' motion for class certification. In another misclassification case on behalf of
2 assistant managers at large restaurant chain, the parties reached a settlement after three years of
3 litigation, secured preliminary approval and completed the notice process to the settlement class,
4 only to have the defendant file for bankruptcy a few days before the final approval hearing.
5 Lastly, in a matter against a large regional bank seeking expense reimbursement of behalf of
6 outside salespersons, after more than a year of combative litigation and shortly before plaintiff's
7 class certification motion was due, the defendant was taken over by federal regulators. In each of
8 these instances the plaintiff's firm received nothing despite the investment of hundreds of hours
9 of attorney time and thousands of dollars in out-of-pocket costs.

10 41. Reimbursement for litigation costs and expenses is capped at \$20,000 under the
11 terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred
12 by my firm is set forth below:

Expense Category	Amount
Court Filing Fees/Service of Process/Attorney Service	\$4,052.55
Mediation Fees	\$9,750.00
PAGA Filing Fees	\$75.00
Expert Witness Fees	\$2,790.00
Postage/Delivery	\$102.64
Legal/Financial Research	(waived)
Photocopies	(waived)
Total Costs and Expenses	\$16,770.19

20 42. These costs and expenses are reasonable in amount and were necessary to the
21 successful resolution of the case. I respectfully request the Court approve payment of \$16,770.19
22 in litigation costs and expenses to my firm consistent with the cap provided for in the Settlement
23 Agreement.

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1 43. For the foregoing reasons, I respectfully request the Court grant this motion and
2 grant final approval to the proposed settlement.

3 I declare under penalty of perjury under the laws of California that the foregoing is true
4 and correct. Executed on January 21, 2025, at Los Angeles, California.

5
6 

7 _____
Nikki Trenner

EXHIBIT

1

EXHIBIT

2

**Stanley Glenn v. The McCoy Group
(Contra Costa County Superior Court Case No. C23-00863)**

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	2.7	0.0	0.0	1.4	4.8
Pleadings and Law and Motion	3.3	0.0	9.3	6.7	7.9
Discovery and Post-Filing Investigation	3.1	0.0	17.2	0.0	0.0
Court Appearances	0.0	0.0	3.6	0.0	0.0
Case Management; Litigation Strategy & Analysis	6.5	30	11.4	0.0	0.0
Mediation and Settlement	4.2	5.4	24.8	0.0	0.0
Total Hours	19.8	35.4	66.3	8.1	12.7
Hourly Rate	\$800	\$750	\$700	\$650	\$600
Lodestar	\$15,840	\$26,550	\$46,410	\$5,265	\$7,620

Total Hours: 142.3
Total Lodestar: \$101,685