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SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

JAMAL ALI, as an individual and on behalf of all others similarly situated, Plaintiff, v. DIESEL DIRECT WEST, LLC, a California Limited Liability Company; DIESEL DIRECT, LLC, a Massachusetts Limited Liability Company; and DOES 1-100, inclusive, Defendants.	Case No.: 23CV031181 Assigned for All Purposes to: Hon. Patrick McKinney Dept. 18 DECLARATION OF NIKKI TRENNER IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS Date: April 15, 2026 Time: 1:30 p.m. Dept.: 18 Reservation ID: 331943246001

I, NIKKI TRENNER, declare as follows:

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

FACTUAL BACKGROUND AND PROCEDURAL POSTURE

2. Defendant Diesel Direct West, LLC ("DDW") provides fuel, gasoline and DEF products in California via its fleet of commercial vehicle drivers. Plaintiff was employed by DDW as a commercial driver from January 8, 2019 to April 29, 2022. He regularly worked at least 8 hours per day, 5 days per week and primarily worked out of DDW's Alameda location.

3. Plaintiff alleges DDW violated California wage and hour law in several respects. First, he alleges DDW failed to pay all minimum wages due by failing to pay employees for all time spent performing non-driving activities, including performing pre-shift and post-shift inspections, performing vehicle maintenance, and completing paperwork. He further alleges meal periods were "on duty" because employees were not allowed leave their vehicles unattended and thus meal periods were not duty-free and should have been compensated even though DDW "auto-deducted" thirty minutes of time each shift these on duty meal breaks. He further claims he had to use personally pay to launder his mandatory work uniforms without reimbursement.

4. Based on these allegations, on April 13, 2023, Plaintiff commenced this action by filing a class action complaint alleging causes of action for: (a) recovery of unpaid wages and liquidated damages; (b) failure to furnish accurate itemized wage statements; (c) failure to timely pay all wages due upon separation of employment; (d) failure to reimburse business expenses; and (e) violation of the Unfair Competition Law. On January 2, 2024, after notice to DDW and the LWDA and exhausting administrative remedies, Plaintiff filed a First Amended Complaint adding a cause of action for alleged violations of PAGA.

5. DDW has at all times denied Plaintiff's allegations and maintained its timekeeping and payroll policies and procedures comply with all applicable state and federal law, and that it accurately tracked and paid for all hours worked. DDW argued that the vast majority (90+%) of Class Members are commercial vehicle drivers, its written policies prohibited off the clock work,

that commercial vehicle drivers are governed by the FCMSA and, as such, meal period and rest break claims were preempted by federal law and that, in any event, Plaintiff and the vast majority of Class Members did not clock out for meal periods but instead received paid on-duty meal periods as evidenced by their timekeeping records, paystubs, and the on-duty meal period agreements. It further argued there were no special requirements for laundering uniforms and any such expenses therefore were for personal preference and not reimbursable. Additionally, DDW strongly contends the case cannot be maintained as a class action, arguing for example that to the extent class members allegedly worked off the clock it was intermittent and infrequent and evidence of such off the clock work would be anecdotal and therefore individualized issues would predominate.

6. Once the matter was at issue, the Parties initiated discovery and began meeting and conferring regarding discovery, law and motion, and other case management issues, and ultimately agreed to attempt mediation. The Parties also agreed on a protocol for an exchange of additional documents and information before the mediation to facilitate the settlement discussions. Consequently, Plaintiff's counsel reviewed payroll records, compensation plans, personnel policies/handbooks, meal and rest break policies, personnel files, and a random of sampling of about 20% of Class Member paystubs and time records. DDW also provided data regarding the total number of putative class members, the estimated total amount of workweeks and pay periods they worked, average pay rates, and information regarding other non-hourly compensation, among other relevant data.

7. The Parties then engaged Steve Pearl, Esq., a respected professional neutral with substantial wage and hour and class action experience. In June 2024, the Parties participated in a full day mediation with Mr. Pearl. Throughout the day, the arms-length negotiations were hard-fought and adversarial as the Parties exchanged extensive information on their legal and factual positions, and made numerous offers and counter-offers, but ultimately were unable to reach an agreement. The Parties mediated a second time with Mr. Pearl in August 2024 but again did reach a final settlement. Ultimately, after several months of additional negotiations, Mr. Pearl issued a mediator's proposal that was accepted by all Parties on February 24, 2025. The Parties then

collaboratively drafted the Class Action and PAGA Settlement ("Settlement Agreement") setting forth the settlement terms now before the Court for approval.

THE PROPOSED SETTLEMENT TERMS

8. Under the settlement, DDW will pay $200,000 into a common fund, the Gross Settlement Amount ("GSA"). Attorney's fees of up to $66,666.67 (1/3 of the GSA), litigation costs of up to $35,000, settlement administration costs of $7,495, a service award to Plaintiff of no more than $10,000, and PAGA civil penalties of $10,000, all will be paid from the GSA. The balance of around $60,833 will be allocated pro rata to the Class Members based on their weeks worked during the Class Period. No portion of the GSA will revert to DDW.

9. As noted, the settlement obligates DDW to pay $200,000 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs. At least $75,079.85 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that does not require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining eighty percent will be allocated to penalties and interest, which allocation is consistent with DDW's potential liability. DDW will pay any and all applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the Court's approval, any amounts not claimed (because a class member does not cash their settlement check) will be forwarded to The United Way as the proposed *cy pres* beneficiary.

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

unpaid off the clock work, etc.

11. All Participating Class Members will release DDW and the Released Parties from all claims alleged in the operative complaint, or that could have been brought based on the factual allegations in the complaint during the Class Period. The release is limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the operative complaint. Similarly, Plaintiff, acting on behalf of the LWDA, will release all claims for PAGA penalties alleged or that could have been alleged in the operative complaint for the PAGA Period.

12. As noted, the Parties allocated $10,000 to resolution of Plaintiff's alleged claims under PAGA, and Plaintiff submits that amount is fair, reasonable and adequate, and furthers with PAGA's underlying purposes. Consistent with PAGA, $7,500 of that amount will go to the LWDA for the State's share of the civil penalties, while the remaining $2,500 will be distributed pro rata to eligible Aggrieved Employees. Prior to filing this motion, my office provided notice of the proposed settlement of the PAGA claims and the approval hearing to the LWDA. A true and correct copy of the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1

The Settlement Is Fair and Reasonable Considering the Benefits Conferred, the Case Value, and Significant Litigation Risks

13. Prior to mediation, the parties engaged in extensive formal and informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding DDW's payroll practices, pay stubs and time records for a sampling of class members, meal break policies, etc., and information from DDW regarding class size and breakdown of job positions, work weeks, rates of pay, and other information used to formulate a damages model. This extensive information then was analyzed by a consulting expert to look for time spent working off the clock, etc., and other issues relevant to liability and damages. Plaintiff's counsel are confident they obtained sufficient information to enable them to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is in the best interests of the class.

14. Using that data, Plaintiff ran various calculations and estimated DDW's likely maximum exposure on the class claims at approximately $3,119,395, including about $1,582,000

on the unpaid wage/off the clock claim, $106,395 on the unreimbursed expense claim, $586,300 on the wage statement claims, and $844,800 on the waiting time penalty claims.

15. First, on the unpaid wage claims, Plaintiff alleged DDW's compensation plans failed to pay for all hours worked and particularly failed to compensate employees for non-driving time. More specifically, Plaintiff contends that non-driving activities such as performing pre-shift and post-shift inspections, performing vehicle maintenance, and completing paperwork, either were not compensated at all or were compensated at rate lower than the applicable minimum wage. Plaintiff also contends that DDW's policies resulted drivers being "on duty" during meal periods since they could not leave their vehicles unattended and that there were other restrictions on what activities drivers could do while on a meal break. Per Plaintiff, this resulted in meal periods essentially being "on duty" and compensable. As a result, per Plaintiff, he and the class members lost at least 1 hour of compensable time each shift due to this off the clock and uncompensated work. In response, DDW argued that California law did not apply to inter-state drivers when they did not primarily work in California; its timekeeping and payroll policies accurately tracked and paid for all employee time, that drivers clocked out and in for meal periods and there was no "auto deduction" policy, and that it specifically provided for compensation for non-driving activities. It also argued that its policies prohibited any "off the clock" work and further California's meal break requirements were preempted by federal hours of service regulations governing certain commercial truck drivers. DDW argued that the vast majority (90+%) of Class Members are commercial vehicle drivers, its written policies prohibited off the clock work, that commercial vehicle drivers are governed by the FCMSA and, as such, meal period and rest break claims were preempted by federal law and that, in any event, Plaintiff and the vast majority of Class Members did not clock out for meal periods but instead received paid on-duty meal periods as evidenced by their timekeeping records, paystubs, and the on-duty meal period agreements. Accordingly, per DDW, if any off the clock work occurred it was intermittent and infrequent, against company policy, and done without the employer's knowledge or consent. For these reasons, per DDW, class certification of this issue would be impossible because innumerable individual inquires would be required to determine what "off the clock" occurred

and if it was compensable.

16. On the expense reimbursement claim, Plaintiff alleges that he and the class members had to incur the costs of laundering and maintaining their work uniforms, which costs were not reimbursed by DDW. In response, DDW argued the uniforms required no special or unique treatment for being laundered and if any driver incurred those costs it was purely for personal convenience or preference, was not necessary to their employment, and therefore was not reimbursable.

17. The claims under Labor Code sections 203 and 226 are derivative of the primary unpaid wage claims, and accordingly are subject to the same risks and uncertainties plus additional risks posed by the need to take into account the discretionary nature of such awards and the "good faith" and other defenses available to DDW. Thus, while these claims largely are derivative of the unpaid wage claim, they also are subject to additional defenses.

18. As far as potential PAGA liability, the allegedly aggrieved employees theoretically are entitled to penalties totaling around $1,335,000 in civil penalties should Plaintiff prevail on all claims and establish violations of the multiple Labor Code sections as to each and every pay period at issue. As with the class claims, Plaintiff discounted the potential PAGA penalties based on DDW's various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $10,000 to PAGA penalties, and Plaintiff submits this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

19. The settlement obviates the significant risk that this Court may find any kind of class or representative resolution unachievable or deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued litigation would be lengthy and expensive as the parties pursued merits discovery, a probable motion to decertify, as well as trial and possible appeals, and would further and substantially delay any recovery by the class with no assurance of recovering significantly more

than the proposed settlement. While Plaintiff is confident in the merits of these claims, legitimate controversies exist regarding each one of them. Plaintiff also recognizes proving the amount of wages and penalties due each Class Member would be an expensive, time-consuming, and uncertain proposition.

20. Plaintiff and I discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. We concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class, and the overall $200,000 recovery represents a significant percentage of DDW's potential exposure. Given these risks, a total recovery for the class of $200,000, which will result in average award of over $200 per class member, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

SETTLEMENT ADMINISTRATION COSTS

21. The settlement provides for a payment to Apex from the GSA for its services as the Settlement Administrator. Apex has performed and will continue to perform its required duties through final distribution of the settlement funds, and incurred $7,495 in fees and expenses. Accordingly, Plaintiff respectfully requests the Court approve payment of $7,495 to Apex from the GSA.

PLAINTIFF'S ENHANCEMENT

22. Pursuant to the terms of the settlement, Plaintiff seeks modest incentive award of $10,000 for his service in bringing these claims on behalf of the Class. This request is reasonable given the risks he undertook on behalf of the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for DDW's litigation costs. Plaintiff also exposed himself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing themselves at risk of discrimination by future prospective employers. As set forth in more detail in her declaration submitted at preliminary approval, among taking many other actions

assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments, as set forth in his declaration filed at preliminary approval. Accordingly, the requested enhancement payment to Plaintiff is appropriate and justified as part of the settlement

The Attorney's Fees Requested Are Fair and Reasonable and Should Be Approved

23. Per the terms of the settlement, up to 1/3 of the initial gross amount is allocated to payment of reasonable attorney's fees, or $66,666.67. 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 Class Counsel in this case for the reasons addressed herein.

24. Over the nearly three years this matter has been pending, Crosner Legal's efforts have included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal research, research into similar claims and claims against other employers in the same industry, and attempts to locate and contact other DDW employees; (2) drafting a PAGA notice letter; (3) drafting the initial complaint and related documents; (4) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, etc.; (5) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (6) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (7) working with a consulting expert on the analysis of DDW's informal production; (8) drafting a mediation brief and accompanying damages model after review and analysis of DDW's formal and informal discovery production; (9) attending an all-day mediation; (10) negotiating and drafting the settlement agreement and related documents; (11) drafting the consolidated amended complaint to effectuate the settlement; (12) drafting motion for preliminary approval, and attending the hearing; (13) administration of the settlement, including communications with the Settlement

Administrator and settlement class members; (14) final approval and attorney's fees, and attending the final approval hearing; and (15) extensive communications with the Plaintiff regarding case status, case investigation and document review, mediation, and settlement terms. Additionally, Class Counsel will incur additional time following final approval to, inter alia, respond to class member inquiries, attend to distribution of settlement funds, and on the compliance hearing. Attached hereto as Exhibit 2 is a summary of Crosner Legal's work performed and time expended on this matter.

25. I graduated from Trinity Law School in 2017 and joined Mara Law Firm, PC (formerly The Turley and Mara Law Firm, APLC) that same year. I later joined Crosner Legal in 2020 and am currently employed as a senior associate in the wage and hour department. I have solely handled wage and hour class actions and PAGA lawsuits for six (6) years. I routinely write and oppose motions, draft complaints, appear before the Court at law and motion and settlement hearings, engage in the discovery process, including drafting Belaire-West notices and meet and confer letters.

26. I have obtained class certification in the following matters: *Hernandez v. Aviation Port Services, LLC*, Kern County Superior Court Case No. BCV-18-100141. I have also assisted in obtaining millions of dollars for employees in the following court-approved class action and/or representative PAGA settlements: *Michael Campbell, et al. v. Symons Emergency Specialities, Inc*., San Bernardino County Superior Court Case No. CIVDS1903158; *Amber Collins v. Danbarb, Inc., et al*., Los Angeles County Superior Court Case No. 20STCV44190; *Michael Elridge v. LA Downtown Medical Center, LLC, et al*., Los Angeles County Superior Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra Aluminum Company, et al*., San Bernardino County Superior Court Case No. CIVDS2010856; *Elaine Moyal v. Cabinets To Go, LLC*, Los Angeles County Superior Court Case No. 20STCV32477; *Genevieve Rangel v. Bassett Direct NC, LLC*, Orange County Superior Court Case No. 30-2018-01040101-CU-OE-CXC; Jacob Buys v. *Sizewise Rentals, Inc., et al*., Sacramento County Superior Court Case No. 34-2018-00225848-CU-OE-GDS; *Alejandro Valencia v. VM Tree Service, Inc., et al*., Riverside County Superior Court Case No. RIC1819395; *Joshua Rael v. Intercontiental Hotels Group Resources, Inc*., Los Angeles County Superior Court Case No. 19STCV16010; *Angel Cervantez v. Valley Pallet, Inc*., Sacramento County Superior Court Case No. 34-2018-00234334-CU-OE-GDS; *Tonja Edwards-Bloodsaw v.*

Sandburst Convalescent Group, LTD, et al., Los Angeles Superior Court Case No. 19STCV15797; *Moriah Holtegaard, et al. v. Howroyd-Wright Employment Agency, Inc. dba AppleOne Corporation Services, et al*., Central District Court of California, Eastern Division, Case No. 5:20-cv-00509 JGB (KKx); *Jade Findley, et al. v. Avenue5 Residential, LLC, et al*., Los Angeles County Superior Court Case No. 20STCV34633; *Keivan Keyhanzad v. Ryan Cars, LLC dba Pomona Kia, et al*., Riverside County Superior Court Case No. RIC1905276; *Luis Bolanos v. FSC Corporation dba Il Pastaio Restaurant, et al*., Los Angeles County Superior Court Case No. BC722758; *Loretta Cannon v. Pasadena Hospital Association, LTD dba Huntington Hospital*, Los Angeles County Superior Court Case No. 19STCV14554; *Nathan Kapusta v. Cardinale Motors SLO, Inc., et al*., Kern County Superior Court Case No. BCV-20-101593; and *Jesse McCauley v. Mullahey Ford, Inc., et al*., San Luis Obispo County Superior Court Case No. 21CV0001.

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

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

29. Mr. Crosner currently is an executive board member of the Wage and Hour Committee and the Legislative Committee for the California Employment Lawyers Association; a member of the

Grassroots Advocacy Team for the National Employment Lawyers Association; Wage and Hour Committee member and Class Action Committee member for the National Trial Lawyers; a member of the American Association for Justice; and member of the Pound Civil Justice Institute. He was selected for 2018-23 by Super Lawyers as a "Southern California Rising Star" for employment and labor law.

30. Jamie Serb is a partner with Crosner Legal and head of the firm's Wage & Hour practice group. She graduated from the University of California, San Diego in 2004 and graduated from California Western School of Law in 2013, and has been a member of the California Bar since 2013. She gained extensive experience in wage and hour litigation, beginning work as a class action attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley Law Firm, APLC). She has handled wage and hour class actions and PAGA lawsuits for some 12 years and has assisted in obtaining millions of dollars for employees during her years of practice.

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

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

33. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class action settlements while serving as lead class counsel in recent years, including but not limited to a $1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a $4.1 million wage and hour class action settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento Cty. Super Ct.)); a $1.35 million wage and hour class action settlement in 2017

(*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a $1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a $1.3 million wage and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a $1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.), a $1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a $7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a $2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.,* Case No. LS029737 (Los Angeles Cty. Super. Ct.));.a $2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a $1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a $1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a $2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a $2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super. Ct.); $1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a $1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a $1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a $1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super. Court); a $1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a $1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a $2.65 million wage and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super Ct.); a $1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct); a $1.2 million PAGA-only settlement in 2025 in *Denault v. Lewis Management Corp.*, Case No. CIVSB2107487 (San Bernardino Cty. Super. Ct.); a $3.9 million wage and hour class action settlement in 2025 in *Bolanos et al. v. Newport Fab*, Case No. 30-2022-01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a $5,093,537.50 wage and hour class action settlement in 2025 in *Deaver, et al. v Blue Diamond Growers*, Case No. 34-2022-00316490-CU-OE-GDS (Sacramento Cty. Super. Ct.). a $5,600,000 wage and hour class action settlement in 2025 in *Goodwin et al. v Save Mart*, Case No. STK-CV-UOE-2023-0002062 (San Joaquin Cty. Super. Ct.); a $1,300,000 wage and hour class action settlement in 2025 in *Perez v Qantas Airways Ltd*, Case No. 23STCV18974 (Los Angeles Cty. Super. Ct.); a $1,650,000 wage and hour class action settlement in 2025 in *Williams et al v. Bluetriton Brands* Case No. CIVSB2325920 (San Bernardino Cty. Super. Ct.); and a $2,038,000 PAGA settlement in 2026 in *Zermeno, et al. v Remington Lodging, et al.*, Case No. RG20069869 (Alameda Cty. Super. Ct.).

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

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

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

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

37. After the analysis above, Crosner Legal's lodestar is $111,215.00, based on 141.9 attorney hours spent litigating this case through the filing of this motion. Further, we will almost certainly spend additional time addressing settlement administration matters, responding to class member questions, etc.

38. As noted, Crosner Legal has represented Plaintiff for some two plus years with respect to this matter and has expended a significant amount of time and resources in that representation. The firm agreed to litigate this case on a purely contingent basis and in so doing assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with these cases in general. Under all relevant factors (as outlined herein and in the accompanying memorandum), Plaintiff respectfully requests the Court award his counsel the requested fees of $66,666.67 based on the common fund theory with a corresponding lodestar

cross-check and no lodestar enhancement.

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

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

Class Counsel's Costs and Expenses are Reasonable

41. Class Counsel's litigation costs and expenses are capped at $35,000 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	$2,975.55
Mediation Fees	$17,762.50
Expert Witness Fees	$9,810.00

Postage/Overnight/Fax	$130.43
PAGA Filing Fee	$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	**$30,753.48**

42. These costs and expenses are reasonable in amount and all were necessary for the successful litigation of this matter. I therefore respectfully request the Court approve payment of $30,753.48 in litigation costs and expenses to Crosner Legal.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of March at Los Angeles, California.

Nikki Trenner

Declarant

Exhibit 1

Exhibit 2

Jamal Ali v. Diesel Direct, LLC
(Alameda County Case No. 23CV031181)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	2.3	0.0	0.0	4.3	5.7
Pleadings and Law and Motion	3.5	0.0	1.7	6.4	6.1
Discovery and Post-Filing Investigation	5.2	0.0	26.2	0.0	0.0
Court Appearances	0.0	0.0	0.0	0.0	0.0
Case Management; Litigation Strategy & Analysis	6.0	39.9	10.5	0.0	0.0
Mediation and Settlement	4.4	1.3	18.4	0.0	0.0
Total Hours	21.4	41.2	56.8	10.7	11.8
Hourly Rate	$850	$800	$800	$650	$650
Lodestar	**$18,190**	**$32,960**	**$45,440**	**$6,955**	**$7,670**

Total Hours: 141.9
Total Lodestar: $111,215