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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

MARIA GUADALUPE HERNANDEZ, on
behalf of the State of California, and others
similarly situated,

Plaintiff,

vs.

YZER, LLC, a Florida limited liability
company; PEOPLEASE LLC, a South
Carolina limited liability company; and DOES
1-100, inclusive,

Defendant.

Case No. 23CV025345

Assigned For All Purposes To:
Hon. Michael Markman
Dept. 23

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

Date: February 20, 2024
Time: 10:00 a.m.
Dept.: 23

Reservation ID: A-25345-001

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 **FACTUAL BACKGROUND AND PROCEDURAL POSTURE**

6 2. Defendant YZER is a logistics company that employs couriers for delivery of
7 medical, pharmaceutical, office, and auto-part supplies, as well as home deliveries. YZER has
8 multiple locations in California, including Bakersfield, Commerce, Carpinteria, Fresno, Ontario,
9 Rancho Cucamonga, Rancho Mirage, Sacramento, Salida, San Diego, San Francisco, Santa Fe
10 Springs, Union City, Ventura, and Yorba Linda. Defendant Peoplease provides payroll and
11 human resource services to YZER.

12 3. Plaintiff Maria Hernandez worked for Defendants as a courier out of YZER's
13 Santa Fe Springs location, delivering pharmaceuticals and supplies to pharmacies and hospitals.
14 She was employed from July 2021 to August 2022. During her employment with Defendants,
15 Plaintiff contends Defendants did not pay all wages due, and essentially paid employees for 40
16 hours of work regardless of the actual hours worked. She further alleges Defendants failed to
17 provide her and the class members with compliant meal periods or rest breaks and failed to
18 maintain any written meal period or rest break policy. Finally, she alleges class members had to
19 use their own cell phones for work purposes without reimbursement.

20 4. Based on these allegations, on January 9, 2023, Plaintiff filed a class action lawsuit
21 against Defendants in Alameda County, alleging claims for: (1) failure to pay all wages due,
22 including minimum and overtime wages (2) failure to provide all required meal and rest breaks or
23 compensation in lieu thereof; (3) failure to reimburse business expenses; (4) failure to provide
24 accurate, itemized wage statements; (5) failure to pay all wages due upon termination of
25 employment, and (6) unfair competition. Plaintiff also alleged claims for unfair competition
26 premised on the same Labor Code violations. After notice to the LWDA and Defendants and after
27 exhausting her administrative remedies, on March 27, 2023, Plaintiff filed a separate PAGA lawsuit
28 in Alameda County. Plaintiff based her PAGA-only complaint on the same Labor Code violations

1 alleged in the class complaint. On May 23, 2023, Plaintiff amended her class action lawsuit to
2 include her PAGA claims and dismissed the separately filed PAGA action without prejudice.

3 5. Defendants have at all times denied Plaintiff's allegations and maintained their
4 meal and rest break and payroll policies and procedures comply with California law, that they
5 paid the class member all wages due, and provided them with required meal and rest breaks or
6 paid the required compensation for any documented meal/rest violations. Defendant also contends
7 there would be no need for any class member to use their own phone on company business and
8 therefore no reimbursement is owed. Additionally, Defendants strongly contend the case cannot
9 be maintained as a class action, arguing for example that to the extent class members missed meal
10 and/or rest breaks, or that such breaks were non-compliant, it was intermittent and infrequent and
11 evidence of such missed breaks would be anecdotal, and therefore individualized issues would
12 predominate.

13 6. After Plaintiff filed her complaints, the Parties engaged in initial written discovery
14 and, after meeting and conferring regarding discovery, law and motion, and other case
15 management issues, agreed to attempt mediation. The Parties also agreed on a protocol for an
16 exchange of substantial documents and information before the mediation to facilitate the
17 settlement discussions. Consequently, Plaintiff's counsel reviewed payroll records, compensation
18 plans, personnel policies/handbooks, meal and rest break policies, personnel files, and a random
19 of sampling of Class Member paystubs and time records. Plaintiff then had those records
20 analyzed by Berger Consulting Group to look for, inter alia, violation rates for missed, late and/or
21 short meal breaks, potential damages from unpaid overtime, etc. Defendants also provided data
22 regarding the total number of putative class members, the estimated total amount of workweeks
23 and pay periods they worked, average pay rates, and information regarding other non-hourly
24 compensation, among other relevant data.

25 7. The Parties then engaged Michael Young, Esq., a respected professional neutral
26 with substantial wage and hour and class action experience and, in January 2024, the Parties
27 participated in a full day mediation with Mr. Young. Throughout the day, the arms-length
28 negotiations were hard-fought and adversarial as the Parties exchanged extensive information on

1 their legal and factual positions, and made numerous offers and counter-offers, ultimately were
2 able to reach an agreement with the mediator's assistance. The Parties then collaboratively
3 drafted the Class Action and PAGA Settlement Agreement ("Settlement Agreement") setting
4 forth the settlement terms now before the Court for approval.

5 **THE PROPOSED SETTLEMENT TERMS**

6 8. Under the settlement and after application of the escalator provision, YZER will
7 pay \$1,096,542 into a common fund, the Gross Settlement Amount ("GSA"). Attorney's fees of
8 up to \$333,333.33 (33.3% of the initial GSA, but only 30.4% of the final GSA), litigation costs of
9 up to \$20,000 (only \$13,571.70 is requested), settlement administration costs of \$13,500, a
10 service award to Plaintiff of no more than \$10,000, all will be paid from the GSA, and \$35,000
11 for alleged PAGA civil penalties, all will be deducted from the GSA. The balance of around
12 \$691,137 will be allocated pro rata to the Class Members based on their weeks worked during the
13 Class Period. No portion of the GSA will revert to Defendants.

14 9. As noted, the settlement obligates Defendants to pay an escalated GSA of
15 \$1,096,542 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs. At
16 least \$691,137 from the GSA will be distributed to the Participating Class Members. This is a
17 cash settlement that does not require Participating Class Members to submit a claim form to
18 receive their settlement share. Participating Class Members will receive their settlement checks
19 automatically via First Class U.S. Mail. Thirty three point three percent (33.3%) of each
20 settlement share will be allocated to wages and the remaining 66.7% will be allocated to
21 expenses, penalties and interest, which allocation is consistent with Defendants' potential
22 liability. Defendants will pay any and all applicable employer-side payroll taxes separately and in
23 addition to the GSA. Subject to the Court's approval, any amounts not claimed (because a class
24 member does not cash their settlement check) will be forwarded to the State Controller's
25 Unclaimed Property Fund.

26 10. Each Participating Class Member will receive a share of the Net Settlement
27 Amount based on his or her total weeks worked in California as a Defendants travel nurse during
28 the Class Period while employed in one of the specified positions. Thus, each Class Member's

1 Individual Settlement Payment will be calculated using criteria typically used in determining
2 appropriate amounts of unpaid wages, unpaid premium wages for missed meal and rest breaks,
3 unreimbursed expenses, and potential statutory penalties under applicable law. These methods are
4 intended to ensure each Class Member receives a settlement award corresponding to the relative
5 value of their potential claims. The proposed allocation provides a reasonable way to compensate
6 Class Members based on the amount of time they worked for Defendants in California and the
7 amount unpaid overtime, the number of missed meal breaks and/or rest breaks, etc.

8 11. All Participating Class Members will release Defendants from all claims alleged in
9 the operative complaint, or that could have been brought based on the factual allegations in the
10 operative complaint during the Class Period. Plaintiff and the Aggrieved Employees likewise will
11 release all alleged claims under PAGA alleged in the operative complaint, or that could have been
12 brought based on the factual allegations in the operative complaint during the PAGA Period.

13 12. As noted, the Parties allocated \$35,000 to payment of alleged civil penalties under
14 PAGA, which amount Plaintiff submits is fair, reasonable, and adequate, and furthers PAGA's
15 underlying purposes. As required by Labor Code section 2699(l)(2), my gave notice of the
16 settlement and the approval hearing to the LWDA via its online portal. A true and correct copy of
17 the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

18 **The Proposed Settlement Meets the Kullar Factors and is within the Range of**
19 **Reasonableness**

20 13. Prior to the mediation, the parties engaged in both formal and informal discovery
21 to facilitate settlement discussions. Plaintiff reviewed documents and information regarding
22 Defendants' payroll practices, a random sampling of pay stubs and time records from class
23 members, a class list, applicable compensation plans and expense reimbursement plans, meal and
24 rest break policies, arbitration agreements, etc., and information from Defendant regarding class
25 size and breakdown, work weeks/pay periods, rates of pay, and other information used to
26 formulate a damages model. Plaintiff then had that information analyzed by a consulting expert to
27 assist in determining potential violation rates and other data used to formulate a damages model.
28 Plaintiff's counsel are confident they obtained sufficient information to understand the law and

1 facts of this case and make an informed decision regarding the proposed settlement and whether it
2 is fair and reasonable.

3 14. Using this data, we estimated Defendants' maximum exposure at about
4 \$6,024,000, including about \$151,000 on the unpaid wage claims, about \$1,826,000 on the meal
5 period claims, about \$1,826,000 on the rest break claims, around \$120,000 on the expense
6 reimbursement claims, approximately \$978,000 on the wage statement claim, and about
7 \$1,123,000 on the waiting time penalties.

8 15. First, on the unpaid wage claims, Plaintiff first contends Defendants paid
9 employees for 40 hours of work each week regardless of how many hours were reflected on
10 employee time punches. Per Plaintiff, she and other class members oftentimes worked over 8
11 hours on a shift (for daily overtime) or over 40 hours in a week, but did not receive appropriate
12 overtime compensation. On the other hand, Defendants argued their policies captured and paid for
13 all time accurately and at the correct rate, and further emphasized employees frequently worked
14 less than 8 hours per shift and accordingly were overpaid for their time in many instances.

15 16. On the meal and rest break claims, Plaintiff focused primarily on Defendants'
16 alleged failure to maintain a California-compliant break policy and to provide Plaintiff and the
17 class members employees with all required meal periods. Per Plaintiff, Defendants not only failed
18 to maintain any written policies, but also as a practical matter it was difficult if not impossible for
19 employees to take breaks because of their tight delivery schedules and a requirement that they
20 remain with the delivery vans and cargoes at all times. Defendants countered that in many
21 instances actually took their meal break (including second meal breaks) even if not reflected on
22 the time sheets and, accordingly, class certification is not appropriate because individual inquiries
23 would be necessary to determine this question. For the same reasons, Defendants contended the
24 claim would fail on the merits because it would be difficult for Plaintiff to show Defendants'
25 actual or constructive knowledge that a particular class member worked through a specific lunch
26 period. Defendants also contended it maintained a fully-compliant meal break policy at all times,
27 and it always provided the class members with the opportunity to take meal breaks and thus met
28 the requirements imposed by California law. Per Defendants, if individuals did not take a meal

1 period or rest period, it was in violation of company policy and, once again, a multitude of
2 individual inquiries would be necessary to determine if an individual may have missed a meal
3 break by personal choice or for some other reason.

4 17. The claims for unreimbursed business expenses under Labor Code § 2802
5 revolved around Plaintiff's allegations that Defendants required its non-exempt employees to use
6 their personal cell phones for business purposes and while driving their delivery routes without
7 reimbursement for these business expenses. In response, Defendants argued there was no need for
8 employees to use personal phones for legitimate work purposes, and that any such use would
9 have been purely for personal convenience. Thus, per Defendants, use of personal phones wasn't
10 necessary and therefore not reimbursable.

11 18. Plaintiff's claims for penalties under Labor Code §§ 203 and 226 are derivative of
12 the underlying unpaid minimum and overtime wage and meal/rest break claims and, accordingly,
13 they would essentially rise or fall with Plaintiff's success or failure on her primary claims.
14 Further, Plaintiff had to account for the discretionary nature of such awards and the "good faith"
15 and other defenses available to Defendant. For instance, as to Section 203 waiting time penalties,
16 Defendants raised a good faith defense to the waiting time penalties as it applies to both meal/rest
17 periods and underpaid overtime premiums.

18 19. As far as potential PAGA liability, the alleged aggrieved employees theoretically
19 are entitled to penalties totaling about \$6 million should Plaintiff prevail on all claims, establish
20 violations of the multiple Labor Code sections at issue, and secure the maximum penalty on all
21 issues and all pay periods. As with the class claims, Plaintiff discounted the potential PAGA
22 penalties based on Defendants' various defenses on the merits and also accounted for the Court's
23 wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the
24 Parties allocated \$35,000 to PAGA penalties. I submit this amount is reasonable under the
25 circumstances and in line with comparable settlements in other wage and hour class actions in
26 California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the
27 settlement, and will be able to weigh in as necessary.

28 20. Overall, Defendants raised various defenses to Plaintiff's claims on both class

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

14 21. Plaintiff and I discounted the value of the class claims consistent with the risks
15 discussed above, and carefully weighed the likelihood of the class receiving substantially greater
16 benefit if the litigation continued. We concluded – in light of these very real and substantial risks
17 – settlement on the proposed terms and without prolonged and costly litigation was in the best
18 interests of the class. The overall \$1,096,542 recovery represents a significant percentage of
19 Defendants' potential exposure and, given the multiple litigation risks addressed above, a total
20 recovery for the class of \$1,096,542, with an average award of over \$1,230 per class member, is a
21 fair result within the range of reasonableness considering all potential outcomes.

22 **PLAINTIFF'S ENHANCEMENT**

23 22. A modest incentive award for Plaintiff is appropriate under applicable law. She
24 devoted time and resources to the litigation, provided documents, assisted Class Counsel with
25 investigating the claims asserted and in preparing for mediation. The service payment provided to
26 Plaintiff as the class representative is typical in class action cases and reasonable, and I submit the
27 proposed award of \$10,000.00 is reasonable and supported by the relevant law, in recognition of
28 Plaintiff's time spent on this matter, the risks she undertook on behalf of the class, and the benefit

1 conferred to the class, as addressed in her declaration submitted at preliminary approval. If the
2 Court approves less than the above amount, the difference will remain in the Net Settlement
3 Amount for distribution to the Participating Class Members.

4 **SETTLEMENT ADMINISTRATION COSTS**

5 23. The settlement provides for a payment to Atticus for its services as the Settlement
6 Administrator. As set forth in the Declaration of Bryn Bridley, Atticus has performed and will
7 continue to perform its required duties through final distribution of the settlement funds and
8 incurred \$13,500 in fees and expenses. Accordingly, Plaintiff respectfully requests the Court
9 approve payment of \$13,500 to Atticus from the GSA.

10 **ATTORNEY'S FEES AND COSTS**

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

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

1 mediation; (9) negotiating and drafting the settlement agreement and related documents; (10)
2 drafting the amended complaint; (11) drafting the motion for preliminary approval and
3 supplemental papers re: changing the notice period; (12) administration of the settlement,
4 communications with the Settlement Administrator and settlement class members; (13) drafting
5 the motion for final approval and motion for attorney's fees, and attending the final approval
6 hearing; and (14) extensive communications with the Plaintiff regarding case status, case
7 investigation and document review, mediation, and settlement terms. Attached hereto as Exhibit
8 2 is a true and correct summary of Crosner Legal's work performed and time expended.
9 Additionally, Class Counsel will incur additional time to attend the final approval hearing and
10 following final approval to, inter alia, respond to class member inquiries, work with the
11 Settlement Administrator on the distribution of settlement funds, and on the compliance
12 hearing.

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

20 27. I have obtained class certification in the following matters: *Hernandez v.*
21 *Aviation Port Services, LLC*, Kern County Superior Court Case No. BCV-18-100141. I have
22 also assisted in obtaining millions of dollars for employees in the following court-approved
23 class action and/or representative PAGA settlements: *Michael Campbell, et al. v. Symons*
24 *Emergency Specialities, Inc.*, San Bernardino County Superior Court Case No. CIVDS1903158;
25 *Amber Collins v. Danbarb, Inc., et al.*, Los Angeles County Superior Court Case No.
26 20STCV44190; *Michael Elridge v. LA Downtown Medical Center, LLC, et al.*, Los Angeles
27 County Superior Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra Aluminum*
28 *Company, et al.*, San Bernardino County Superior Court Case No. CIVDS2010856; *Elaine*

1 *Moyal v. Cabinets To Go, LLC*, Los Angeles County Superior Court Case No. 20STCV32477;
2 *Genevieve Rangel v. Bassett Direct NC, LLC*, Orange County Superior Court Case No. 30-
3 2018-01040101-CU-OE-CXC; *Jacob Buys v. Sizewise Rentals, Inc., et al.*, Sacramento County
4 Superior Court Case No. 34-2018-00225848-CU-OE-GDS; *Alejandro Valencia v. VM Tree*
5 *Service, Inc., et al.*, Riverside County Superior Court Case No. RIC1819395; *Joshua Rael v.*
6 *Intercontinental Hotels Group Resources, Inc.*, Los Angeles County Superior Court Case No.
7 19STCV16010; *Angel Cervantez v. Valley Pallet, Inc.*, Sacramento County Superior Court Case
8 No. 34-2018-00234334-CU-OE-GDS; *Tonja Edwards-Bloodsaw v. Sandburst Convalescent*
9 *Group, LTD*, et al., Los Angeles Superior Court Case No. 19STCV15797; *Moriah Holtegaard,*
10 *et al. v. Howroyd-Wright Employment Agency, Inc. dba AppleOne Corporation Services, et al.*,
11 Central District Court of California, Eastern Division, Case No. 5:20-cv-00509 JGB (KKx);
12 *Jade Findley, et al. v. Avenue5 Residential, LLC, et al.*, Los Angeles County Superior Court
13 Case No. 20STCV34633; *Keivan Keyhanzad v. Ryan Cars, LLC dba Pomona Kia, et al.*,
14 Riverside County Superior Court Case No. RIC1905276; *Luis Bolanos v. FSC Corporation dba*
15 *Il Pastaio Restaurant, et al.*, Los Angeles County Superior Court Case No. BC722758; *Loretta*
16 *Cannon v. Pasadena Hospital Association, LTD dba Huntington Hospital*, Los Angeles County
17 Superior Court Case No. 19STCV14554; *Nathan Kapusta v. Cardinale Motors SLO, Inc., et al.*,
18 Kern County Superior Court Case No. BCV-20-101593; and *Jesse McCauley v. Mullahey Ford,*
19 *Inc., et al.*, San Luis Obispo County Superior Court Case No. 21CV0001.

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

1 injuries, insurance bad faith and appellate litigation.

2 29. In 2013, he founded the law firm of Crosner Legal, P.C. which since its inception
3 has focused almost exclusively on plaintiff-side class actions lawsuits representing employees,
4 consumers and other victims. Currently, over ninety percent (95%) of his practice is dedicated
5 exclusively to the prosecution of class actions and representative action lawsuits, and his law
6 firm is currently responsible as lead counsel or co-lead counsel for prosecuting over one
7 hundred (100) active wage and hour class actions and/or PAGA representative actions, as well
8 as a multitude of consumer and privacy class actions, in both federal and state courts throughout
9 California. He has been a direct participant in over one hundred (100) class action and/or
10 representative action settlements where he has been approved as adequate lead counsel.

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

24 31. Jamie Serb is a partner and managing attorney of the wage and hour department
25 with Crosner Legal. She graduated from the University of California, San Diego in 2004 and
26 graduated from California Western School of Law in 2013. She has been a member of the
27 California State Bar since 2013. She began working as a wage and hour class action attorney in
28 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley Law Firm,

1 APLC), and has handled wage and hour class actions and PAGA lawsuits on behalf of employees
2 for about 8 years and assisted in recovering millions on behalf of employees.

3 32. Michael Jones received his bachelor's degree from UC Santa Barbara in 2012,
4 and his J.D. from the USC Gould School of Law in 2016. Mr. Jones was a wage and hour
5 litigation associate with Crosner Legal from 2022-2024. He has practiced civil litigation for
6 over six years and previously worked as a litigation attorney at Reisner & King LLP and
7 Weston & Mclevain LLP. Since he is no longer with the firm, some of his time was not
8 available and I have estimated his total time on this matter at about 50 hours, as he initially was
9 the primary handling attorney on this matter prior to leaving Crosner Legal.

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

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

23 34. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a
24 1995 graduate *cum laude* of the University of San Diego School of Law, where he was selected to
25 the Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation associate with
26 Ross Dixon & Bell, LLP (now Troutman Pepper Locke LLP), in Orange County, California,
27 where his practice focused on complex business, employment, and insurance coverage disputes.
28 In 2003, he became associated with Dostart Clapp & Coveney, LLP, then one of the premiere

1 plaintiffs' wage and hour class action firms in California. In 2008, he founded the Law Offices of
2 J. Kirk Donnelly, APC and, in January 2019, also became Of Counsel to Crosner Legal, P.C.
3 Since 2003, his practice has focused on representing plaintiffs in wage and hour and consumer
4 law matters, including both class actions and individual matters. He has served as class/lead
5 counsel in over 50 wage and hour class and PAGA actions.

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

1 *Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million
2 wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No.
3 CIVDS1931464 (San Bernardino Cty. Super. Ct.); \$1.015 million wage and hour class action
4 settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco
5 Cty. Super. Ct); and a \$1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v.*
6 *Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a
7 \$1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No.
8 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3 million wage and hour class action
9 settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super.
10 Court); a \$1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case
11 No. 21STCV31479 (Los Angeles Cty. Super. Ct); and a \$1.19 million dollar wage and hour class
12 action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367
13 (Los Angeles Cty. Super. Ct.).

14 36. Based upon the qualifications and experience set forth above, the following hourly
15 rates are reasonable: Zach Crosner \$800/hour; Jamie Serb \$750/hour; Nikki Trenner \$700/hour;
16 Kiara Bramasco \$650/hour; Branden Hamilton and Michael Jones \$600/hour, and J. Kirk
17 Donnelly \$900/hour.

18 37. I request the Court apply the above hourly billing rates in this case, as they
19 reasonable in the California legal market for attorneys handling wage and hour class and PAGA
20 actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side
21 wage and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for
22 partner-level attorneys with experience comparable to mine. These rates have range from \$650 to
23 \$850 per hour for calendar years 2017-2023. Some examples include attorney Matthew Matern
24 of Matern Law Group in Los Angeles, with approximately 26 years of experience \$850/hour
25 (2018); Craig Ackermann of Ackermann & Tilajef, PC with approximately 25 years of
26 experience \$850/hour (2021), Michael Malk of Malk APC in Los Angeles, with approximately 16
27 years of experience \$650/hour (2018), Michael Singer and Isam Khoury of Cohelan Khoury &
28 Singer in San Diego, 35 years and 45 years of experience respectively, both \$825/hour (2018),

1 Zachary Crosner of Crosner Legal PC, 14 years of experience \$800/hour (2023), and James
2 Kawahito of Kawahito Law Group in Los Angeles, with approximately 16 years of experience
3 \$750/hour (2020).

4 38. The requested rates also comport with the adjusted Laffey Matrix, which provides
5 that reasonable hourly rates for attorneys with 20+ years of experience, such as Mr. Donnelly, are
6 over \$1000, and reasonable rates for attorneys with 10+ years of experience such as Mr. Crosner
7 and Ms. Serb, are over \$800. The adjusted Laffey Matrix may be found at
8 <http://www.laffeymatrix.com/see.html>.

9 39. After the analysis above, Crosner Legal's lodestar is \$183,900, based on 253.6
10 attorney hours spent litigating this case through the filing of this motion. Further, we will almost
11 certainly spend additional time addressing settlement administration matters, responding to class
12 member questions, submitting the compliance report and amended judgment, etc. On a lodestar
13 basis, the fee request of \$333,333.33 represents the base lodestar with a reasonable 1.81 upward
14 modifier, which is entirely in line with California precedent.

15 40. As noted, Crosner Legal has represented Plaintiff for over a two years with respect
16 to this matter and has expended a significant amount of time and resources in that representation.
17 Crosner Legal agreed to litigate this case on a purely contingent basis and in so doing assumed
18 considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with
19 these cases in general. I further note the requested fee represents about 30.4% of the escalated
20 GSA and thus is in line with the Court's standard fee award as stated in the preliminary approval
21 order. Under all relevant factors (as outlined herein and in the accompanying memorandum),
22 Plaintiff respectfully requests the Court award his counsel the requested fees of \$333,333.33
23 based on the common fund theory with a corresponding lodestar cross-check and a reasonable
24 upward lodestar modifier of 1.81.

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

42. Crosner Legal assumes a great deal of contingent risk in every wage and hour class action it undertakes. Attorneys at the firm 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.

43. Reimbursement for litigation costs and expenses is capped at \$20,000 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	\$2,850.05
Mediation Fees	\$8,375.00
PAGA Filing Fees	\$75.00
Expert Witness Fees	\$2,120.00
Postage/Delivery	\$151.65
Legal/Financial Research	(waived)
Photocopies	(waived)
Total Costs and Expenses	\$13,571.70

44. These costs and expenses are reasonable in amount and were necessary to the successful resolution of the case. I respectfully request the Court approve payment of \$13,571.70 in litigation costs and expenses to my firm consistent with the cap provided for in the Settlement

1 Agreement.

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

4 I declare under penalty of perjury under the laws of California that the foregoing is true
5 and correct. Executed on January 27, 2025, at Los Angeles, California.

7 

8 _____
Nikki Trenner

EXHIBIT

1

EXHIBIT

2

Maria Hernandez v. Yzer, LLC
(Alameda County Superior Court Case No. 23CV025345)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Michael Jones	Kiara Bramasco	J. Kirk Donnelly	Branden Hamilton
Pre-filing Case Investigation	3.1	0.0	0.0	0.0	2.5	0.0	6.8
Pleadings and Law and Motion	6.7	0.0	0.0	0.0	5.7	11.2	6.2
Discovery and Post-Filing Investigation	3.5	0.0	0.0	0.0	0.0	0.0	1.7
Court Appearances	0.0	0.0	0.0	0.0	0.0	1.0	0.0
Case Management; Litigation Strategy & Analysis	22.4	59.5	2.4	0.0	0.0	1.0	0.0
Mediation and Settlement	13.8	38.4	17.7	0.0	0.0	0.0	0.0
Total Hours	49.5	97.9	20.1	50.0 (est.)	8.2	13.2	14.7
Hourly Rate	\$800	\$750	\$700	\$600	\$650	\$900	\$600
Lodestar	\$39,800	\$73,425	\$14,070	\$30,000	\$5,330	\$11,880	\$8,820

Total Hours: 253.6
Total Lodestar: \$ 183,900