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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

DANIELLA MARQUEZ, as an individual
on behalf of herself and on behalf of all
others similarly situated,

Plaintiff,

vs.

S & G DISCOUNT OUTLET, INC., a
California Corporation; and DOES 1-100,
inclusive,

Defendants.

Case No.: Case No.: 23CV005687

Assigned for All Purposes to:
Hon. Hon. Jill H. Talley
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**

[Filed concurrently with Notice of Motion and
Motion; Memorandum of Points & Authorities;
Declaration of Madely Nava; [Proposed] Order]

Date: January 10, 2025
Time: 9:00 a.m.
Dept. 23

1 I, NIKKI TRENNER, declare as follows:

2 1. I am an attorney duly licensed to practice in California and before this Court, and
3 I 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. S&G is a flooring retailer that operates numerous retail locations throughout
7 California including Rancho Cordova, Rocklin, Elk Grove, Dublin, Santa Clara, San Jose, and
8 Cupertino. Plaintiff was employed by S&G as a non-exempt customer service assistant from
9 January 28, 2023 to June 30, 2023, at S&G's Rancho Cordova location. During her employment,
10 Plaintiff typically worked at least 8 hours per day, 5 days per week.

11 3. Plaintiff alleges S&G violated California wage and hour law in several respects.
12 First, she alleges she and the class members worked off the clock by having to communicate with
13 supervisors while at home or away from the store, and while getting to/from the time clocks in
14 order to punch in. She further alleges Defendant failed to include non-discretionary, non-hourly
15 pay in the "regular rate" and thus underpaid for overtime and sick time. She next contends meal
16 and rest periods were not completely free from employer control because S&G placed restrictions
17 on how employees could use their lunch time and they were not allowed to leave the premises.
18 She further claims she had to use her personal cell phone for business purposes without
19 reimbursement.

20 4. Based on these allegations, on July 28, 2023, Plaintiff commenced this action by
21 filing a class action complaint alleging causes of action against Defendant for (1) recovery of
22 unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3)
23 failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods
24 or compensation in lieu thereof; (5) failure to provide accurate, itemized wage statements; (6)
25 failure to timely pay all wages due upon separation of employment; (7) failure to reimburse
26 business expenses; and (8) violations of the Unfair Competition Law. On September 21, 2023,
27 after notice to the LWDA and exhausting administrative remedies, Plaintiff filed a First Amended
28

1 Complaint adding an additional cause of action against Defendant under PAGA based on the same
2 alleged Labor Code violations.

3 5. S&G has at all times denied Plaintiff's allegations and maintained its timekeeping
4 and payroll policies accurately track and pay for all hours worked by its employees at the correct
5 rates of pay. Defendant further argues it paid the class members appropriately for all hours
6 worked, maintains compliant meal and rest break policies, and provided class members with all
7 required meal and rest breaks on a fully compliant basis or compensated them appropriately for
8 any missed breaks. It also strongly contends the case cannot be maintained as any kind of class or
9 representative action, arguing for example that to the extent class members worked off the clock
10 or missed meal and/or rest breaks, or that such breaks were non-compliant, it was intermittent and
11 infrequent and evidence of such alleged violations be purely anecdotal, and therefore
12 individualized issues predominate and trial on a representative basis would be unmanageable.

13 6. Once the matter was at issue, the Parties initiated discovery and later, after
14 engaging in meet and confer discussions regarding discovery, potential law and motion, and the
15 merits of the case, ultimately agreed to attempt mediation. They then engaged in significant
16 informal discovery to facilitate an exchange of information necessary to engage in a meaningful
17 mediation. Consequently, Plaintiff's counsel reviewed payroll records, personnel
18 policies/handbooks, compensation policies, personnel files, and a random of sampling paystubs
19 and time records for about 25% of the pay periods at issue. Defendant also provided documents
20 reflecting its wage and hour policies and practices, and data regarding the total number of current
21 and former employees, the estimated total amount of workweeks and pay periods they worked,
22 and average hourly pay rates, among other relevant data. Plaintiff had that information reviewed
23 and analyzed by Berger Consulting Group to assist with evaluating things such as time allegedly
24 lost to off the clock work, meal period violation rates, etc., and to prepare a damages model

25 7. In August 2023, the Parties participated in a mediation with the Hon. Brian Walsh,
26 (Ret.), a respected wage and hour class action mediator and, after a full day of mediation reached
27 the proposed settlement.

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THE PROPOSED SETTLEMENT TERMS

8. Under the settlement, S&G will pay \$370,000 into a common fund, the Gross Settlement Amount. Reasonable attorney's fees of up to \$123,333.00 (33.33% of the GSA), litigation costs of up to \$20,000 (only \$8,952.32 is requested), an enhancement award to Plaintiff of up to \$5,000, settlement administration costs of no more than \$10,000, and \$20,000 for civil penalties under PAGA (of which 75%, or \$15,000, will go to the Labor & Workforce Development Agency, and 25%, or \$5,000 will go to the Aggrieved Employees) all will be paid from the Gross Settlement Amount. The remainder of approximately \$203,127 will be allocated among the Participating Class Members based on their total weeks worked during the Class Period. No portion of the Gross Settlement Amount will revert to S&G.

9. 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. Eighty percent of each settlement share will be allocated to wages and the remaining twenty percent will be allocated to expenses reimbursement, penalties and interest. S&G will pay any and all applicable employer-side payroll taxes separately and in addition to the Gross Settlement Amount. Subject to the Court's approval, any amounts not claimed (because a class member does not cash his or her settlement check) will be forwarded to the State Controller's Unclaimed Property Fund.

10. Each Participating Class Member will receive a share of the Net Settlement Amount based on his or her total weeks worked for S&G during the Class Period while employed in a non-exempt position. Thus, each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of unpaid wages, unpaid premium wages for missed meal and rest breaks, and potential statutory penalties under applicable law. These methods are intended to ensure each Class Member receives a portion of the available settlement funds corresponding to the relative value of his or her potential claims. The proposed allocation provides a reasonable way to compensate Class Members based on the amount of time they worked for S&G and the number of instances they missed a meal break

1 and/or rest break, were not provided compensation in lieu of such missed breaks, or lost pay due
2 to the alleged off the clock work and regular rate issues.

3 11. All Participating Class Members will release S&G from all claims alleged in the
4 operative FAC, or that could have been brought based on the factual allegations in the FAC during
5 the Class Period. Plaintiffs and the LWDA will release those PAGA claims alleged in the PAGA
6 notice to the extent alleged in the FAC. The Class and PAGA releases are limited to the claims
7 that were actually pleaded or could have been pleaded based on the alleged facts in the FAC, and
8 PAGA notice for the PAGA claims. Only Plaintiff will provide a full general release of all claims.

9 12. As noted, the Parties allocated \$20,000 to resolution of Plaintiff's claims under
10 PAGA, and Plaintiff submits that amount is fair, reasonable, and adequate, and consistent with
11 PAGA's underlying purposes. Under PAGA, \$15,000 of this amount will be paid to the
12 LWDA as the state's share of the civil penalties, and the remainder of \$5,000 will be
13 distributed to the 179 Aggrieved Employees eligible to receive a PAGA payment. As required
14 by Labor Code section 2699(l)(2), Plaintiff gave notice of the settlement and the approval hearing
15 to the LWDA. Attached hereto as Exhibit 1 is a true and correct copy of the LWDA's
16 acknowledgment of receipt.

17 **THE MEETS THE DUNK/KULLAR FACTORS AND SHOULD BE APPROVED**

18 13. Prior to mediation, the parties engaged in both formal and informal discovery to
19 facilitate settlement discussions. As a result, Plaintiff reviewed documents and information
20 regarding S&G's payroll practices, a representative sampling of pay stubs and time records for
21 about 25% of the class members, applicable compensation plans, meal and rest break policies,
22 etc., and information from Defendant regarding class size and breakdown, number of work
23 weeks/pay periods, average rates of pay, and other information used to formulate a damages
24 model. Plaintiff then had that information reviewed with the assistance of a consulting expert.
25 Plaintiff's counsel are confident they obtained sufficient information to understand the law and
26 facts of this case and make an informed decision regarding the proposed settlement and whether
27 it is fair and reasonable.
28

1 14. Using the data obtained from Defendant, Plaintiff ran various calculations and
2 estimated S&G's likely maximum exposure on the class claims at approximately \$7.673 million,
3 including about \$347,270 on the unpaid wage/off the clock claim, \$151,300 on the underpaid
4 overtime/regular rate claim, \$2,725,425 on the meal period violation claim, \$2,960,655 on the
5 rest break claim, \$131,045 on the unreimbursed expense claim, \$398,450 on the wage statement
6 claims, and \$958,930 on the waiting time penalty claims.

7 15. First, on the unpaid wage claims, Plaintiff alleges she and the class members
8 worked off the clock for several reasons, including losing several minutes of time during the
9 process of clocking in for a shift, returning company cell phones to the office after clocking out,
10 and having to communicate with supervisors and co-workers while off duty and away from the
11 store. As a result, per Plaintiff, she and the class members lost as much as 1-2 hours of
12 compensable time each week due to this off the clock and uncompensated work. In response,
13 Defendant argued its timekeeping and payroll policies accurately tracked and paid for all
14 employee time. It also argued that its policies prohibited any "off the clock" work. Accordingly,
15 per S&G, if any off the clock work occurred it was intermittent and infrequent, against company
16 policy, and done without the employer's knowledge or consent. For these reasons, S&G contends
17 class certification of this issue would be impossible because innumerable individual inquires
18 would be required to determine what "off the clock" occurred and if it was compensable.

19 16. For the unpaid overtime claim, Plaintiff contends S&G paid commissions to
20 putative class members but failed to incorporate these payments into the regular rate of pay when
21 calculating overtime, sick pay, and premium payments for noncompliant meal and rest periods.
22 S&G contended on the other hand that its payroll policies fully and properly compensated
23 employees at the correct rates of pay.

24 17. On the meal and rest break claims, Plaintiff alleges S&G's policies prohibited
25 Class Members from certain behaviors while on a break, such as napping, "malingering," or
26 leaving the premises without authorization. As a result, Plaintiff argued S&G does not provide
27 duty-free rest periods to employees because it fails to relinquish control over how Plaintiff and
28 the Class Members utilize their meal and rest period time. Plaintiff also alleged she and other

1 class members were asked to work during their lunch breaks on occasion, and that S&G
2 nevertheless “auto-deducted” 30 minutes from their time regardless of whether they actually
3 received a complete and uninterrupted break.

4 18. In response, S&G contended its meal and rest break policies are fully compliant
5 with California law, and that it provided employees with the opportunity to take all required
6 breaks. It further contended all breaks were completely free from employer control, and that its
7 policies regarding sleeping or leaving the premises applied only while employees were clocked
8 in and on duty and not to break times. S&G further argued it paid tens of thousands in meal period
9 premiums for documented meal violations and, accordingly, complied with obligations to provide
10 meal and rest periods.

11 19. On the expense reimbursement claim, Plaintiff alleges that use of her personal
12 cellular phone was necessary and consequential to her employment duties for purposes of
13 communicating with supervisors and co-workers. Defendant did not reimburse employees for the
14 cost associated with the use of the personal cellular phones for Defendant’s benefit. In response,
15 S&G argued it provided employees with company phones for use while on duty, and there would
16 be no need to use of personal phones at any other time. Per S&G, to the extent employees used
17 their own phones, it was purely for personal convenience, was not necessary to their employment,
18 and therefore was not reimbursable.

19 20. Plaintiff also alleges S&G’s wage statements were inaccurate and that it failed to
20 timely pay all wages due on separation of employment. These derivative claims are based on the
21 unpaid wage claims and will rise or fall along with those primary claims, in addition to being
22 subject to “good faith” and other defenses available to Defendant. Defendant argued further that
23 the wage statements accurately contained all required information, and that acted in good faith all
24 times with respect to payment of wages. Accordingly, Plaintiff discounted these claims
25 significantly in light of these multiple potential defenses.

26 21. As far as potential PAGA liability, the alleged aggrieved employees theoretically
27 are entitled to penalties totaling about \$2.2 million should Plaintiff prevail on all claims, establish
28 violations of the multiple Labor Code sections at issue, and secure the maximum penalty on all

1 claims as to all pay periods at issue. As with the class claims, Plaintiff discounted the potential
2 PAGA penalties based on Defendant's various defenses on the merits and also accounted for the
3 Court's wide discretion to reduce such penalties, or to decline to award penalties at all.
4 Accordingly, the Parties allocated \$20,000 to PAGA penalties. Plaintiff submits this amount is
5 reasonable under the circumstances and in line with comparable settlements in other wage and
6 hour class actions in California. Additionally, the LWDA has been informed of the terms of the
7 PAGA portion of the settlement, and will be able to weigh in as necessary.

8 22. If the case had not settled, the risk and expense associated with litigation would
9 have been extremely time consuming and expensive. Merits discovery and trial preparation
10 would have been extensive. For example, our attorneys have been involved in smaller sized
11 class/representative cases where, after class certification, the parties undertook merits discovery
12 and still took over 40 depositions and interviewed dozens of additional witnesses before
13 settlement. It is also common now in wage and hour class/representative actions for both sides
14 to retain experts to assess various issues in a case. For instance, it is possible this matter would
15 have required one or more experts, or perhaps a special master, to review and analyze the
16 defendant's time and payroll records in order to calculate the to calculate the exact amount of
17 pay lost to Defendant's time keeping policies, or to undertake an analysis of these issues via a
18 survey and statistical analysis. Indeed, my office found this necessary just for purposes of
19 preparing for mediation. The cost of such experts easily can run into the tens of thousands of
20 dollars.

21 23. The settlement obviates the significant risk that this Court may find any kind of
22 class or representative resolution unachievable or deny certification of all or some of Plaintiff's
23 claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims,
24 continued litigation would be lengthy and expensive as the parties pursued merits discovery, a
25 probable motion to decertify, as well as trial and possible appeals, and would substantially delay
26 any recovery by the class with no assurance of recovering significantly more than the proposed
27 settlement. We also recognize proving the amount of wages and penalties due each Class
28 Member would be an expensive, time-consuming, and uncertain proposition. Finally, should the

litigation continue and Plaintiff not prevail at trial, the class members will receive nothing. As with any case, a settlement discount was warranted to account for the fact that continued litigation would have resulted in increased costs and attorney's fees, and would have resulted in significant delay while the parties fought over class certification, merits discovery, trial, and potential appeals, all of which would not necessarily confer significant additional benefit to the class members. While I remain confident in and committed to the merits of Plaintiff's case, we also are realistic about the risks posed by each stage of the case going forward.

24. Although Plaintiff and counsel believe they could have prevailed, there was no such guarantee. When the risks of certifying the class, maintaining certification through trial, prevailing at trial on the merits on all claims, securing 100% of the theoretical damages and civil penalties, and prevailing on any post-judgment appeals all are factored into the equation, the settlement value is reasonable and supported. Plaintiff 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. Plaintiff 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, as the overall \$370,000 recovery represents a significant percentage of Defendant's potential exposure. Given these risks, a total recovery for the class of \$370,000, which will result in average award of some \$552 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 in short order.

SETTLEMENT ADMINISTRATION COSTS

25. The settlement provides for a payment to Apex from the GSA for its services as the Settlement Administrator. As set forth in the Declaration of Madely Nava, Apex has performed and will continue to perform its required duties through final distribution of the settlement funds, and incurred \$9,587.00 in fees and expenses. Accordingly, Plaintiff respectfully requests the Court approve payment of \$9,587 to Apex from the GSA.

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1 regarding settlement/mediation and informal discovery needed for meaningful settlement
2 discussions; (8) engaging in substantial informal discovery, including propounding informal
3 discovery “requests” and reviewing documents and other information produced; (9) drafting a
4 mediation brief and accompanying damages model after review and analysis of Defendants’
5 informal discovery production; (10) attending an all-day mediation; (11) negotiating and
6 drafting the settlement agreement and related documents; (12) drafting an amended complaint to
7 effectuate the settlement; (13) drafting the motion for preliminary approval, and attending the
8 hearing; (14) administration of the settlement, including communications with the Settlement
9 Administrator and settlement class members; (15) drafting the motion for final approval and
10 motion for attorney’s fees, and attending the final approval hearing; and (16) extensive
11 communications with the Plaintiff regarding case status, case investigation and document
12 review, mediation, and settlement terms. Additionally, Class Counsel will incur additional time
13 following final approval to, inter alia, respond to class member inquiries, work with the
14 Settlement Administrator on the distribution of settlement funds, and on the compliance hearing.
15 Attached hereto as Exhibit 2 is a true and correct summary of Crosner Legal’s work performed
16 and time expended on this matter.

17 29. I graduated from Trinity Law School in 2017 and joined Mara Law Firm, PC (formerly
18 The Turley and Mara Law Firm, APLC) that same year. I later joined Crosner Legal in 2020 and am
19 currently employed as a senior associate in the wage and hour department. I have solely handled wage
20 and hour class actions and PAGA lawsuits for over seven years. I routinely write and oppose motions,
21 draft complaints, appear before the Court at law and motion and settlement hearings, engage in the
22 discovery process, including drafting Belaire-West notices and meet and confer letters. I have obtained
23 class certification in the following matters: *Hernandez v. Aviation Port Services, LLC*, Kern County
24 Superior Court Case No. BCV-18-100141. I have also assisted in obtaining millions of dollars for
25 employees in the following court-approved class action and/or representative PAGA settlements:
26 *Michael Campbell, et al. v. Symons Emergency Specialities, Inc.*, San Bernardino County Superior Court
27 Case No. CIVDS1903158; *Amber Collins v. Danbarb, Inc., et al.*, Los Angeles County Superior Court
28 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. Intercontinental 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.

30. 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

1 litigation, catastrophic injuries, insurance bad faith and appellate litigation.

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

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

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

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

27 35. Kiara Bramasco received her undergraduate degree, magna cum laude, from Loyola
28 Marymount University in Political Science, and then received her JD from Loyola Law School in 2018.

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

4 36. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
5 action settlements while serving as lead class counsel in recent years, including but not limited to
6 a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
7 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
8 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
9 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
10 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)),
11 a \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises,*
12 *Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage
13 and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-
14 2160 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v.*
15 *Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15
16 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case
17 No. 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in
18 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara
19 Cty. Super Ct.); a \$2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al.*
20 *v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million
21 dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*,
22 Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class
23 action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty.
24 Super. Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v.*
25 *FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38
26 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*,
27 Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action
28 settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino

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

11 37. Based upon the qualifications and experience set forth above, the following
12 hourly rates are reasonable for attorneys practicing in this area of the law in California: Zachary
13 M. Crosner \$800/hour, Jamie K. Serb, \$750/hour, Nikki Trenner \$700/hour, Kiara Bramasco
14 \$650/hour, and Branden Hamilton \$600/hour.

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

1 (2020).

2 39. The requested rates also comport with the adjusted Laffey Matrix, which
3 provides that reasonable hourly rates for attorneys with 20+ years of experience, such as Messrs.
4 M. Crosner and Jones is nearly \$1000, and a reasonable rate for an attorney with 10+ years of
5 experience, such as myself and Ms. Serb, is some \$800. The adjusted Laffey Matrix may be
6 found at <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article,
7 “Billable Hours Aren’t the Only Game in Town Anymore,” NATIONAL LAW JOURNAL,
8 which set forth the following hourly billing rates as reported by Sheppard, Mullin, Richter &
9 Hampton, a leading firm in the defense of wage-and-hour class actions that I have opposed
10 when litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275,
11 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year -
12 \$435, 8th Year - \$455.36

13 40. After the analysis above, Crosner Legal’s lodestar is \$114,890, based on 157.4
14 attorney hours spent litigating this case through the filing of this motion. Further, we will
15 almost certainly spend additional time addressing providing supplemental briefing prior to the
16 hearing, addressing settlement administration matters, responding to class member questions,
17 etc.

18 41. As noted, Crosner Legal has represented Plaintiff for some two plus years with
19 respect to this matter and has expended a significant amount of time and resources in that
20 representation. The firm agreed to litigate this case on a purely contingent basis and in so doing
21 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is
22 the case with these cases in general. Under all relevant factors (as outlined herein and in the
23 accompanying memorandum), Plaintiff respectfully requests the Court award her counsel the
24 requested fees of \$123,333.00 based on the common fund theory with a corresponding lodestar
25 cross-check and a modest 1.07 enhancement.

26 42. This case posed considerable contingent risk, for the reasons addressed above; if
27 there had been recovery then Crosner Legal would not have received any fees for the time
28 invested litigating the case. Throughout the pendency of this case, the firm has received no

1 compensation or reimbursement for its efforts representing Plaintiff and the Class.

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

18 44. Class Counsel's litigation costs and expenses are capped at \$20,000 under the
19 terms of Settlement Agreement. A true and correct itemization of the costs and expenses
20 incurred by Crosner Legal is set forth below:

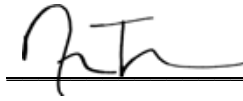
Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$1,383.60
Mediation Fees	\$5,500.00
Expert Witness Fees	\$1,960.00
Postage/Overnight/Fax	\$33.72
PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$8,952.32

21 ///

1 45. I therefore respectfully request the Court approve payment of \$8,952.32 in
2 litigation costs and expenses to Crosner Legal.

3 46. For all the foregoing reasons, I respectfully request that the Court approve the
4 settlement in all particulars.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct. Executed this 16th day of December 2024, at Los Angeles,
7 California.

8
9 

10 Declarant

EXHIBIT

1

EXHIBIT

2

**Marquez, et al. vs. S & G Discount Outlet, Inc., et al.
(Sacramento Superior court Case No. 23CV005687)**

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	4.2	0.0	0.0	1.2	5.5
Pleadings and Law and Motion	6.1	0.0	0.0	4.5	0.0
Discovery and Post-Filing Investigation	3.5	0.0	15.9	0.0	0.0
Court Appearances	0.0	0.0	2.6	0.0	0.0
Case Management; Litigation Strategy & Analysis	7.5	36.8	18.4	0.0	0.0
Mediation and Settlement	6.8	17.9	26.5	0.0	0.0
Total Hours	28.1	54.7	63.4	5.7	5.5
Hourly Rate	\$800	\$750	\$700	\$650	\$600
Lodestar	\$22,480.00	\$41,025.00	\$44,380.00	\$3,705	\$3,300

Total Hours: 157.4
Total Lodestar: \$114,890.00