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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CHAZLEY FOSTER, as an individual and on behalf of all others similarly situated, Plaintiff, v. AMERICAN HONDA MOTOR CO., INC., a California Corporation, and DOES 1 through 100, inclusive, Defendants.	Case No.: 23STCV22112 Assigned for all Purposes to: Hon. Timothy Patrick Dillon Dept. SSC-15 **DECLARATION OF NIKKI TRENNER IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Date: May 6, 2026 Time: 10:00 a.m. Dept.: SSC-15

I, NIKKI TRENNER, declare as follows:

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

BACKGROUND/LITIGATION HISTORY

2. Defendant American Honda Motor Co., Inc. is responsible for the North American distribution, marketing and sales of Honda and Acura-branded products. Plaintiff Foster was employed by Defendant as a non-exempt material handler from 2011 to June 2023 at Defendant's Torrance warehouse.

3. On September 13, 2023, Plaintiff filed a class action complaint against Honda alleging causes of action for (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and (8) unfair competition. On October 13, 2023, after notice to the LWDA and Defendant and exhausting administrative remedies, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendant for violations of the PAGA based on the same alleged Labor Code violations.

4. Once the matter was at issue, the Parties initiated discovery and later, after engaging in meet and confer discussions regarding discovery, potential law and motion, and the merits of the case, ultimately agreed to attempt mediation. After agreeing to mediate, the Parties also undertook additional informal discovery to facilitate an exchange of information necessary to engage in a meaningful mediation. Consequently, Plaintiff's counsel reviewed payroll records, personnel policies/handbooks, meal and rest break policies, personnel files, and a random sampling of paystubs and time records produced by Honda. Defendant also provided documents and information reflecting the estimated total amount of workweeks and pay periods the class members worked, and average hourly pay rates, among other relevant data. Plaintiff had that data reviewed and analyzed

by Berger Consulting Group to assist with determining potential break violation rates, amount of underpaid rest and recovery time and unproductive time, etc., and preparing a damages model.

5. In March 2025, the Parties participated in mediation with Todd Smith, Esq., a respected wage and hour class action mediator. After a full day of mediation, the Parties were unable to reach an agreement, but ultimately both sides accepted a mediator's proposal issued by Mr. Smith shortly thereafter.

TERMS OF THE PROPOSED SETTLEMENT

6. Under the proposed settlement, Honda will pay $985,000.00 into a common fund, the Gross Settlement Amount ("GSA"). Reasonable attorney's fees of up to one-third of the GSA, or $325,050, actual litigation costs of up to $35,000 (only $21,082.09 is requested), a service award of up to $10,000 for plaintiff, settlement administration costs of $9,300, and $85,000 PAGA Payment for alleged civil penalties under PAGA, all will be paid from the GSA. The remainder of approximately $537,067 will be allocated among the Participating Class Members based on their total weeks worked during the Class Period. No portion of the GSA will revert to Defendant.

7. As noted, the settlement obligates Honda to pay $985,000 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs. At least $537,067 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that <u>does not</u> 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 s will be allocated to penalties, unreimbursed expenses, and interest. Honda 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 his or her settlement check) will be forwarded to the California State Controller's Unclaimed Property Fund.

8. Each Participating Class Member will receive a share of the Net Settlement Sum based on his or her position held and total weeks worked for Honda during the Class Period while employed as a non-exempt employee. Thus, each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of alleged unpaid

wages, unpaid premium wages for missed meal 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 Defendant, and the number of instances they missed a break, were not provided compensation in lieu of such missed breaks, or lost wages due to Defendant's alleged improper payroll practices.

9. Upon final approval and full payment by Defendant, Participating Class Members shall forever release the Released Parties for the Released Claims for the Class Period, including all claims pleaded in the Operative Complaint, and which could reasonably have been alleged, based on the Class Period facts, allegations, and/or claims stated in the Operative Complaint, for work performed during the Class Period, and as specifically detailed in Sections 5.2 of the Agreement. Additionally, the Aggrieved Employees will the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and PAGA Notice, and as more specifically detailed in Section 5.3 of the Agreement.

10. The Parties allocated $85,000 to payment of civil penalties under PAGA for such claims against Honda, and Plaintiff submits that amount if fair, reasonable and adequate, and consistent with PAGA's underlying purposes, as addressed in more detail below. As required by Labor Code section 2699(*l*)(2), my office gave notice of the settlement and final approval hearing to the LWDA via its online portal. A true and correct copy of the LWDA's acknowledgment 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

11. 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 Honda's payroll practices, pay stubs and time records for a sampling of class members, meal and rest break policies, etc., and information from Defendant 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 meal and rest break violation rates, time spent working off the clock due to donning/doffing, security checks, etc., and other issues relevant to liability and damages. We are confident we 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.

12. First, Plaintiff contends Defendant failed to pay all minimum and overtime wages due to the class members. Plaintiff alleges that, from approximately September 2019 to November 2022, Defendant improperly rounded/shaved hours from employee time punches, and that the rounding favored Defendant such that the class members lost substantial hours worked and corresponding pay. Per Plaintiff, his expert's review of the time and wage sampling provided by Defendant suggested the class members lost substantial hours worked (around 1600 hours total) due to rounding. Plaintiff further alleges Defendant required Class Members to frequently work off the clock because they had to travel through the warehouse to access the time clock when clocking in/out and which took, on average, about two minutes each shift. Additionally, Plaintiff and the Class Members were forced to wait in line to access the time clocks at the beginning of their shifts but were not compensated for this time. Finally, Plaintiff alleges Defendant automatically deducted thirty minutes of time from employees work hours every day for purported meal periods, regardless of whether meal periods were received or if meal periods were less than 30 minutes, which resulted in lost hours worked.

13. For mediation purposes, and after accounting for the approximately 1600 hours of time lost due to rounding, Plaintiff's expert estimated class members lost about 1 hour per week working "off the clock," giving an estimated exposure of approximately **$1,215,445** for unpaid wages, exclusive of any of Honda's defenses to class certification or on the merits. Plaintiff also alleges Defendant failed to incorporate all forms of compensation into the regular rate of pay calculations when paying overtime and sick pay. Per Plaintiff's experts, the total exposure on this claim was around **$15,000**.

14. In response, Honda argued its payroll and timekeeping policies are fully compliant, and that it properly tracked and paid for all hours worked at the appropriate hourly wage. Defendant also argued that any rounding was entirely neutral in its overall effect and accordingly allowed under California law. Beyond that, if any class members failed to record and report time, it was in violation of company policy prohibiting off the clock work and would have occurred on a haphazard and individual basis. Accordingly Defendant argued the issue would not be certifiable since it would require individualized inquiries whether any compensable "off the clock" work occurred and why it was or was not documented and paid for. Honda also argued that there were no lines to clock in/out for parts center employees (such as Plaintiff), as employees simply had to wave a badge over a scanner, and that only around 20 employees would clocking in at any one time such that clocking in or out took no measurable amount of time. Defendant further argued that the time clock was directly inside the entrance to the parts warehouse in which Plaintiff worked, and that employees were permitted to make their way to the time clock before the end of their shift.

15. Next, Plaintiff contends Defendant failed to provide legally compliant meal and rest breaks. Specifically, as to meal breaks, Plaintiff contends Defendant "auto-deducted" 30 minutes from employee time for meal periods regardless of whether the meal period actually lasted a full 30 minutes, and that the time record produced showed over 71% of meal periods were for precisely 30 minutes. Plaintiff also contends his expert's review of the time records suggested substantial number of "de facto" violations for untimely first meal periods, and that second meal periods rarely were provided on shifts of 10+ hours. Per Plaintiff, the expert analysis suggests approximately a 25% violation rate for "de facto" first meal period violations and an almost 100% violation rate for second meal periods.

16. Plaintiff also contends Defendant failed to provide duty-free rest periods to Class Members and that its written policies did not adequately inform employees they were entitled a net 10 minute break free from all employee control. As a result, per Plaintiff, employees did not receive a full 10 minutes since they would lost a minute or two getting across the warehouse floor to and from the break area.

17. Defendant denies Plaintiff's contentions, claiming it made meal and rest breaks available to Class Members in compliance with California law. Defendant contends that its meal and rest break policies have been lawful throughout the class period, and that it provided employees with 15-minute rest breaks (which is a greater duration than required under California law). Defendant further contends that Class Members were frequently reminded that they were required to take all meal and rest breaks, and that taking meal and rest breaks was engrained in the Company's culture. Defendant asserts that in the parts warehouse where Plaintiff worked, meal and rest breaks were governed by a bell system, which signaled the start and stop for each break, that the timing and duration of the breaks were compliant with California law, and that because all operations for each shift ceased for meal breaks, automatic deductions were permissible pursuant to the applicable wage order. Defendant also contends that time records for employees outside of the parts warehouses demonstrate that these Class Members recorded compliant meal periods. Defendant further contends that its meal and rest break policies and practices comport with the flexibility the Brinker court held was integral to California's meal and rest period requirements.

18. In addition, Defendant contends that employees signed valid meal period waivers, which are enforceable under California law and consequently many meal periods that Plaintiff contends were missed were in fact validly waived. Finally, Defendant argues that Plaintiff's meal and rest break claims are not susceptible to common proof, as the claims would require individualized inquiry, including whether there was an unlawful companywide policy, whether employees had the opportunity to take meal and rest breaks, whether they voluntarily chose to forego their meal and rest breaks, and whether Defendant ever prevented them from taking meal and rest breaks. Accordingly, Defendant contends these claims are vulnerable to a ruling that class treatment is not appropriate. Without taking into consideration any of Defendant's defenses to certification or on the merits, Plaintiff estimates Defendant faces around **$2,374,115** in damages for meal period violations. On the rest period claims, Plaintiff estimates around **$10,944,270** in damages, assuming a 100% violation rate.

19. On the expense reimbursement claims, Plaintiff alleges employees were required to use their own personal cell phones to communicate with supervisors and other employees both while

at work and away from work. Per Plaintiff, he did not receive any reimbursement for this. Without taking into consideration any of Defendant's defenses to certification or on the merits, Plaintiff calculated Defendant's maximum exposure for unreimbursed expenses at about **$417,105.**

20. Defendant contends that employees who needed a cell phone for their job duties were provided with a company phone, and that there was no conceivable need for employees who worked in the warehouse, such as Plaintiff, to use their cell phones while clocked in and working in the warehouse and that its policies strictly prohibited employees from bringing cell phones into the parts warehouses. Per Defendant, to the extent that Plaintiff or any other warehouse employee did so, it was purely for personal convenience and therefore not reimbursable under Labor Code § 2802 as a "reasonable" or "necessary" expense.

21. As a result of the above alleged violations, Plaintiff also derivatively alleges Defendant failed to provide accurate wage statements and further failed to timely pay all wages that were due and owing upon separation of employment. Thus, should the primary claims fail, Plaintiff's claim for wage statement violations and waiting time penalties would also fail. Defendant contends that it timely pays final wages to terminating employees, and in any event, it would not be liable for waiting time penalties whenever a "good faith dispute" exists over the payment of past wages. Further, Defendant contends Plaintiff would have to prove Defendant "willfully" failed to pay Class Members appropriate wages due upon separation of employment. Without taking into consideration any of Defendant's defenses to certification or on the merits, Plaintiff calculated Defendant's maximum exposure for inaccurate wage statements at about **$1,982,500**, and the exposure for waiting time penalties at about **$1,954,515** based on 550 former employees during the limitations period.

22. As far as potential PAGA liability, the theoretical civil penalties likely total around $10 million should Plaintiff prevail on all claims and establish violations of the multiple Labor Code sections at issue for each and every pay period. As with the class claims, Plaintiff discounted the potential PAGA penalties based on Defendant'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 $85,000 to PAGA penalties. 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.

23. 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.

24. Plaintiff and I counsel 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 $985,000 recovery represents a significant percentage of Defendant's potential exposure. Given these risks, a total recovery for the class of $985,000, which will result in average award of some $660 per class member, plus additional amounts under PAGA, 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

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 $9,300 in fees and expenses. Accordingly, Plaintiff respectfully requests the Court approve payment of $9,300 to Apex from the GSA.

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PLAINTIFF'S ENHANCEMENT

26. 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 Defendant'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 himself at risk of discrimination by future prospective employers. As set forth in more detail in his 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. 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

27. Per the terms of the settlement, up to 1/3 of the gross amount is allocated to payment of reasonable attorney's fees, or $325,050. 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.

28. Over the two plus years this matter has been pending, Class Counsel's efforts 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 Honda 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) drafting a first amended complaint; (6) propounding initial written discovery,

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

29. I am a partner with Crosner Legal, and 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. I have solely handled wage and hour class actions and PAGA lawsuits for over nine 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.

30. 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.

31. Zach Crosner is a 2010 graduate of University San Diego School of Law, and has some 15+ 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.

32. 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.

33. 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 2018-20 by Super Lawyers as a "Southern California Rising Star" for employment and labor law.

34. 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 10 years and has assisted in obtaining millions of dollars for employees during her years of practice.

35. 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.

36. 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 plaintiffs firm Carlin & Buchsbaum.

37. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a 1995 graduate *cum laude* of the University of San Diego School of Law, where he was selected to the Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation associate with Ross Dixon & Bell, LLP (now Troutman Pepper Locke LLP), in Orange County, California, where his practice focused on complex business, employment, and insurance coverage disputes. In 2003, he became associated with Dostart Clapp & Coveney, LLP, then one of the premiere plaintiffs' wage and hour class action firms in California. In 2008, he founded the Law Offices of J. Kirk Donnelly, APC and, in January 2019, also became Of Counsel to Crosner Legal, P.C. Since 2003, his practice has focused on representing plaintiffs in wage and hour and consumer law matters, including both class actions and individual matters. He has served as class/lead counsel in over 50 wage and hour class and PAGA actions.

38. 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.).

39. 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, J. Kirk Donnelly $950/hour.

40. 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).

41. 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

42. After the analysis above, Crosner Legal's lodestar is $148,015, based on 184.3 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.

43. 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 $325,050 based on the common fund theory with a corresponding lodestar cross-check and a 2.2 upward modifier.

44. 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.

45. 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.

46. 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	$2,222.15
Mediation Fees	$10,000.00
Expert Witness Fees	$7,605.00
Case Anywhere	$1,143.78
Postage/Overnight/Fax	$36.16
PAGA Filing Fee	$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	**$21,082.09**

47. 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

$21,082.09 in litigation costs and expenses to Crosner Legal.

48. 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 13th day of April 2026 at Los Angeles, California.

Nikki Trenner
Declarant

Exhibit 1

Exhibit 2

Chazley Foster v. American Honda Motor Co.
(Los Angeles County Superior Court Case No. 23STCV22112)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Kirk Donnelly	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	3.3	0.0	0.0	0.0	3.7	5.6
Pleadings and Law and Motion	4.7	0.0	0.0	9.7	3.2	5.9
Discovery and Post-Filing Investigation	6.3	0.0	18.5	0.0	0.0	0.0
Court Appearances	0.0	0.0	1.2	1.0	0.0	0.0
Case Management; Litigation Strategy & Analysis	9.6	46.9	13.9	1.0	0.0	0.0
Mediation and Settlement	7.7	10.4	31.7	0.0	0.0	0.0
Total Hours	31.6	57.3	65.3	11.7	6.9	11.5
Hourly Rate	$850	$800	$800	$950	$650	$650
Lodestar	**$26,860**	**$45,840**	**$52,240**	**$11,115**	**$4,485**	**$7,475**

Total Hours: 184.3
Total Lodestar: $148,015