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Attorneys for Plaintiffs ROBERT MARTINEZ
MARK WISE, and WAVERLY LATOURETTE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

MARK WISE, ROBERT MARTINEZ, and WAVERLY LATOURETTE, individually, and on behalf of other members of the general public similarly situated,

Plaintiffs,

vs.

KIMPTON HOTEL & RESTAURANT GROUP, LLC, a Delaware limited liability company; KHRG CANARY LLC, a Delaware limited liability company; INTER-CONTINENTAL HOTELS CORPORATION, a Delaware corporation; INTERCONTINENTAL HOTELS GROUP RESOURCES, LLC, a Delaware limited liability company; IHG MANAGEMENT (MARYLAND) LLC, a Maryland limited liability company; INTERCONTINENTAL HOTELS OF SAN FRANCISCO, INC., a Delaware corporation; SIX CONTINENTS HOTELS, INC., a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2024-00008504-CU-OE-CTL

Assigned for All Purposes to:
Hon. Gregory Pollack
Dept. C-71

MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS

Date: March 6 , 2026
Time: 9:30 a.m.
Dept.: C-71

DECLARATION OF BRANDON BROUILLETTE

I, BRANDON BROUILLETTE, Declare:

1. I am an attorney duly licensed to practice in California and before this Court, and I am a partner with Crosner Legal, PC, co-counsel of record for plaintiffs. I make this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement and Request for Attorney's Fees and Costs. If called to testify as to the within facts, I would and could competently do so.

FACTUAL BACKGROUND AND PROCEDURAL POSTURE

2. Defendants are part of a multinational hospitality company that operates under many hotel brand names throughout California and the United States. Plaintiffs all worked for certain of the Defendants in California as hourly-paid, non-exempt employees.

3. Plaintiffs collectively filed a total of six class action and PAGA representative actions against Defendants. On December 28, 2023, Plaintiff Martinez filed a wage and hour class action San Diego Superior Court (*Robert Martinez v. IHG Management (Maryland) LLC et al*., Case No. 37-2023-00056196-CU-OC-CTL), which case Defendants removed to the United States District Court, Southern District of California, Case No. 3:24-cv-00210-L-DEB, on February 15, 2024. On February 23, 2024, Plaintiff Martinez filed a separate PAGA representative action in this Court, (*Robert Martinez v. IHG Management (Maryland) LLC et al*., Case No. 37-2024-00008504-CU-OE-CTL).

4. On December 28, 2023, Plaintiff Wise filed a wage and hour class action against Defendants in the San Francisco Superior Court (*Mark Wise*, Case No. CGC-23-611350) . On February 26, 2024, Defendants removed Wise Class Action to the United States District Court, Northern District of California, Case No. 3:24-cv-01161-AMO. On May 23, 2024, Plaintiff Wise filed a separate PAGA representative action against Defendants InterContinental Hotels Group Resources, LLC, IHG Management (Maryland) LLC, InterContinental Hotels of San Francisco, Inc., and Six Continents Hotels, Inc., also in San Francisco Superior Court (Case No. CGC-24-614959). On June 20, 2024, Defendants filed a Motion to Stay Proceedings in the *Wise* Class Action, pursuant to the first-to-file rule, as well as the Court's inherent power to manage its docket

and stay proceedings. On September 30, 2024, the Court granted Defendants' motion and stayed the *Wise* Class Action until the Court ruled on class certification in the *Martinez* Class Action.

5. On March 22, 2024, Plaintiff LaTourette filed a PAGA-only representative action against Defendants Kimpton Hotel & Restaurant Group, LLC and KHRG Canary LLC in the San Francisco Superior Court (*Waverly LaTourette, on behalf of the State of California and all Aggrieved Employees v. Kimpton Hotel & Restaurant Group et al.*, Case No. CGC-24-613335). Subsequently, on March 26, 2024, Plaintiff LaTourette filed a wage and hour class action against Defendants Kimpton Hotel & Restaurant Group, LLC and KHRG Canary LLC, also in the San Francisco Superior Court (*LaTourette, as an individual and on behalf of all other similarly situated Class Members v. Kimpton Hotel & Restaurant Group et al.*, Case No. CGC-24-613426). On May 15, 2024, Defendants removed the LaTourette Class Action to the United States District Court, Northern District of California, Case No. 3:24-cv-02947-VC. On June 24, 2024, Plaintiff LaTourette and Defendants jointly filed a Stipulation to Stay Proceedings in the LaTourette PAGA Action, which Stipulation was approved by the Court.

6. Once the pleadings were settled and the cases at issue, the Parties conducted an extensive amount of formal and informal discovery, including exchanging Initial Disclosures in the federal cases and comprehensive written discovery. Defendants completed the deposition of Plaintiff Martinez's expert witness regarding purported class-wide damages and PAGA penalties, and Plaintiff Martinez deposed Defendants' person most knowledgeable under Fed. R. Civ. P. 30(b)(6). The Parties also engaged in extensive informal discovery after agreeing to attend private mediation. As part of the informal discovery process, Defendants provided Plaintiffs with all of the relevant collective bargaining agreements, written policies, and procedures, including written policies on timekeeping, meal and rest periods, scheduling, and recordkeeping. Defendants also provided Plaintiffs with a random sample of employment data for approximately 10% of the proposed class. The sample included daily time records showing the start and stop time for each shift based on employee time punches, the start and stop time for meal periods based on employee time punches, and payroll records showing the hours worked, regular earnings, overtime earnings, and bonuses (if any). Defendants also furnished Plaintiffs with the proposed class census data,

showing the number of current and former non-exempt employees. Defendants also provided information on the total amount of meal and rest period premiums paid, expense reimbursement payments made, and waiting time penalties paid to Class Members.

7. In September 2024, the Parties participated in full-day mediation with Louis Marlin, Esq., a respected wage and hour class action mediator but were unable to reach an agreement. While the Parties continued to negotiate, and also participated in a Mandatory Settlement Conference in the Martinez Matter with U.S. Magistrate Judge the Hon. Daniel E. Butcher on December 5, 2024. Following the MSC, the Parties reach an agreement to resolve all six pending actions.

<u>THE PROPOSED SETTLEMENT TERMS</u>

8. Under the settlement, Defendants will pay $2,800,000 into a common fund, the Gross Settlement Amount ("GSA"). Reasonable attorney's fees of up to $933,333.33 (33.33% of the escalated GSA), actual litigation costs of $74,166.66, modest enhancement awards to Plaintiffs of up to $10,000 each ($30,000 total), and settlement administration costs of $41,510, all will be paid from the Gross Settlement Amount. The remainder of approximately $1,620,990 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 any Defendant.

9. 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. Ten percent of each settlement share will be allocated to wages and the remaining ninety percent will be allocated to non-wage damages, penalties and interest. Defendants 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 in the name of the respective Class Member.

10. Each Participating Class Member will receive a share of the Net Settlement Amount based on his or her total weeks worked for Defendants 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, unreimbursed expenses, 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 Defendants and the number of instances they allegedly missed a meal break and/or rest break, were not provided compensation in lieu of such missed breaks, lost vacation pay, etc.

11. All Participating Class Members will release Defendants and the Released Parties from all claims alleged in the operative complaint, or that could have been brought based on the factual allegations in the operative complaint during the Class Period. The release is limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the operative complaint. Only Plaintiffs are entering into a full general release of all claims and waiver of Civil Code section 1542.

12. As noted, the Parties allocated $100,000 to resolution of Plaintiffs' alleged claims under PAGA, and Plaintiffs request the Court approve that amount as fair, reasonable, and adequate, and consistent with PAGA's underlying purposes. Consistent with PAGA, $75,000 of that amount will go to the LWDA for the State's share of the civil penalties, while the remaining $25,000 will be distributed pro rata to the eligible Aggrieved Employees. Prior to filing this motion, my office provided notice of the proposed settlement of the PAGA claims and the approval hearing to the LWDA. A true and correct copy of the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

The Settlement is Fair and Reasonable Based on the Strengths of Plaintiff's Case and the Risks and Costs of Further Litigation

13. Parties conducted an extensive amount of formal and informal discovery, including exchanging Initial Disclosures in the federal cases and comprehensive written discovery. Defendants completed the deposition of Plaintiff Martinez's expert witness regarding purported

class-wide damages and PAGA penalties, and Plaintiff Martinez deposed Defendants' person most knowledgeable under Fed. R. Civ. P. 30(b)(6). The Parties also engaged in extensive informal discovery after agreeing to attend private mediation. As part of the informal discovery process, Defendants provided Plaintiffs with all of the relevant collective bargaining agreements, written policies, and procedures, including written policies on timekeeping, meal and rest periods, scheduling, and recordkeeping. Defendants also provided Plaintiffs with a random sample of employment data for approximately 10% of the proposed class. The sample included daily time records showing the start and stop time for each shift based on employee time punches, the start and stop time for meal periods based on employee time punches, and payroll records showing the hours worked, regular earnings, overtime earnings, and bonuses (if any). Defendants also furnished Plaintiffs with the proposed class census data, showing the number of current and former non-exempt employees. Defendants also provided information on the total amount of meal and rest period premiums paid, expense reimbursement payments made, and waiting time penalties paid to Class Members.

Exposure Analysis

14. As a result of Plaintiffs' investigation and discovery, pre-mediation efforts, Plaintiffs were able to fairly estimate the potential exposure for each claim alleged in the consolidated complaint. The following data form the basis for Plaintiffs' damages analysis:

- Total number of class members in the relevant time period (August 8, 2021 to March 5, 2025): 6,857 class members
- Total number of workweeks in the relevant time period: 387,158 workweeks
- Total number of employees in the waiting time penalties subclass (August, 8, 2021 to March 5, 2025): 3,998 terminated employees
- Total number of employees in the wage statement subclass (December 29, 2023 to March 5, 2025): 4,888 employees
- Total number of employees in the PAGA subclass (June 6, 2024 to March 5, 2025): 4,428 employees

- Average regular hourly rate: $24.31

These figures are based on data provided by Defendants covering the time period from August 8, 2021 to March 5, 2025.

<u>Unpaid Wage Claim</u>

15. Plaintiffs alleged that Defendants had a pattern and practice of failing to pay employees all wages owed. The factual bases for this allegation are as follows: (1) underpaid vacation wages; (2) rounding of meal period start/end times; (3) auto-deduct of 30-minutes for meal periods; (4) paying according to scheduled hours worked instead of actual hours worked; (5) unlawful editing of time punches; (6) failure to pay split shift premium; (7) regular rate miscalculation; (8) off-the-clock work done for variety of situations (e.g., donning and doffing, pre-shift and post-shift work, work-related calls outside of shifts, COVID-19 screening, traveling between different facilities, completing required training/certifications off hours); and (9) the alleged improper calculation of overtime wages on isolated overnight shifts.

16. On the vacation pay claim, Defendants argued that California employers are not required to provide vacation pay to employees. If they do provide vacation pay, they contended that employers can decide the rate of pay used for vacation pay by contract or policy. Here, Defendants set these rates of vacation pay by contract in the CBAs. Thus, Defendants argued there is no obligation to pay vacation pay at an employee's standard hourly rate of pay or the regular rate of pay. On the claim related to overnight shifts, Defendants argued that employees received *more* pay under Defendants' method for calculating overtime on overnight shifts than the method Plaintiff Martinez argued was required under law. Defendants denied Plaintiffs' allegations and maintained that their timekeeping policies accurately tracked all hours worked by the class members, and their compensation policies properly paid Plaintiffs and the class members for all hours worked at the correct hourly rates. Defendants also denied that there was a policy or practice to "auto-deduct" a 30-minute meal period; instead, proposed class members were instructed and trained to accurately record their meal period start and end times. Defendants also emphasized that any work done "off the clock" before or after a shift, or during a meal period, was not sanctioned, was against strict company policy prohibiting "off the clock" work, and was done without

Defendants' knowledge. Defendants also contended that there can be no classwide liability for alleged off-the-clock work due to donning and doffing. Specifically, Defendants claimed that not all non-exempt employees are required to wear uniforms and that only a handful of hotels laundered employee uniforms on the hotel premises. For those employees who are required to wear uniforms, Defendants' written policies permit employees to take their uniforms home and change in/out of their uniforms at home, which Defendants argued made any donning and doffing time non-compensable. Defendants also strongly disputed Plaintiffs' unpaid overtime claims, and contended their policies correctly calculated and paid for overtime when (a) employees worked multiple shifts during a 24-hour workday, (b) worked overnight shfits, and (c) correctly accounted for all compensation earned and paid overtime based the appropriate "regular rate" of pay. With respect to Plaintiffs' rounding claim, Defendants contended that only a few of the almost 20 hotels had a rounding practice. Defendants also claimed that the rounding practice was kept in place at the request of the local union in San Francisco, because time rounding generally benefited hotel employees. To support this contention, Defendants presented time and pay data showing that the time rounding practice resulted in overpayment. Defendants also argued that the claims Plaintiff Martinez sought to certify related to automatic service charges and overnight shifts also only applied to a very small portion of the putative class members. Defendants also presented putative class member declarations from sixteen employees which they contend establish that employees did not work off the clock and were not required to don and doff their uniforms at work.

17. Based on Plaintiffs' investigation/discovery and taking into account Defendants' defenses, Plaintiffs estimate Defendants' total potential exposure for this claim to be approximately $7,058,858 (0.5 hour of uncompensated time per workweek X 387,158 workweeks X $36.47 overtime rate ($24.31 average regular rate)). This amount has to be discounted for the risks of prevailing on class certification and at trial on the merits regarding liability and damages. Plaintiffs believe that they had an approximately 50% chance of prevailing at certification and an approximately 40% chance of prevailing at trial on liability and damages. Therefore, Plaintiffs estimate the realistic exposure for this claim to be approximately <u>$1,411,772</u>.

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Meal Period Claim

18. Plaintiffs Martinez and LaTourette alleged that Defendants failed to provide employees with a 30-minute, off-duty meal break for every 5 hours of work. Plaintiffs' theories were that meal period time entries were rounded or auto-deducted and that employees were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal periods due to understaffing, the nature and constraints of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

19. Defendants denied Plaintiffs' allegations and maintained that they made meal breaks available to Class Members in compliance with California law. As an initial matter, Defendants asserted that a significant group of employees are part-time workers who rarely worked shifts long enough to trigger a meal period obligation. And when they did, they typically completed their shifts in under six hours and lawfully waived the unpaid meal period. Defendants argued their meal break policies are lawful and that Class Members were frequently reminded they were required to take all meal breaks. Defendants also contend that time records demonstrate that Class Members took duty-free, timely meal and rest breaks. Defendants also denied that there was a policy that rounded meal periods or auto-deducted meal period from employees' timesheets. Moreover, Defendants contended that there is no evidence any proposed class members were subject to a rounding policy or practice with respect to their meal periods, or an auto-deduct policy or practice. Defendants also noted that most hotels had an 85-95+% compliance rate for meal breaks based on employee time punches. Finally, Defendants argued that Plaintiffs' 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 a reasonable opportunity to take meal periods, whether they voluntarily chose to forego their meal periods, whether they waived their meal periods when working a short shift, and whether Defendants ever prevented them from taking meal periods. Accordingly, Defendants contend these claims are vulnerable to a ruling that class treatment is not appropriate. Beyond that, Defendants also emphasized they paid over 55,000 hours in meal/rest period premiums, amounting to over $1.4 million in meal/rest period premiums in their

good faith efforts to comply. Defendants have also furnished at least 16 signed declarations from putative class members who confirmed Defendants' lawful policies and practices to provide lawful meal periods.

20. Based on Plaintiffs' investigation/discovery and taking into account Defendants' defenses, Plaintiffs estimate Defendants' total potential exposure for the meal break claim to be approximately <u>$1,556,965.53.</u> This amount is based on the number of 134,950 facial meal period violations for the putative class members based on the employee time records X the average hour rate of $24.31, minus $1,472,038 (the amount of meal period premiums Defendants paid to putative class members during the relevant period). However, Defendants argue that the maximum potential recovery is lower because not all of the "facial meal period violations" without a corresponding premium payment constitute dispositive evidence that a meal period was denied. Rather, Defendants contend that these instances are not violations at all, as they complied with the Labor Code's requirement to provide meal periods, and voluntary deviations by class members from Defendants' lawful policies are insufficient to establish liability.

<u>Rest Period Claim</u>

21. Plaintiff alleged that Defendants failed to provide employees with a 10-minute, duty-free rest break for every 4 hours of work or major fraction thereof. The factual basis for this claim and Defendants' defenses thereto are generally the same as for the meal break claim, but rest breaks were not recorded. Like with the meal break claim, Plaintiffs alleged employees did not have time to take 10-minute rest breaks because of understaffing, the nature and constraints of their job duties, and the need to meet Defendants' goals and expectations.

22. Defendants denied Plaintiffs' allegations and maintained that their rest break policies likewise complied with California law and that they authorized and permitted employees to take all required breaks. Defendants have also furnished at least 16 signed declarations from putative class members who confirmed Defendants' lawful policies and practices to provide lawful rest periods. Based on the lack of an illegal company-wide policy or practice, Defendants contended that group-wide recovery in a class or PAGA setting is not viable. Defendants further contended that, in light of the fact that they were not required to maintain a record of rest periods, any evidence of failure to

authorize rest periods and/or discouragement from taking rest periods would be purely anecdotal and individual issues would predominate on liability since Plaintiffs would have to prove, on a shift-by-shift basis, that the Class Members actually did not receive a fully compliant rest break. Finally, Defendants argued that meal and rest break claims based on the understaffing theory are frequently denied class certification.

23. Based on Plaintiffs' investigation/discovery and taking into account Defendants' defenses, Plaintiffs estimate Defendants' total potential exposure for this claim to be approximately <u>$2,758,370.79</u>, if the parties assume the rest break violation rate was the same as the meal break violation rate (as discussed above). As it is unclear how many rest break premiums were paid, the parties have not made any deduction from the potential liability for rest break premiums paid, as it did for meal break premiums.

<u>Wage Statement Claim</u>

24. This is a derivative claim alleging that Plaintiffs' and the putative class members' wage statements did not accurately show the number of hours worked or the corresponding hourly rate as a result of the alleged failure to pay wages and/or meal and rest period premiums. Defendants denied that there was any liability for the alleged failure to pay wages and contended that any wage statement violations were not willful and that employees suffered no injury. Plaintiffs estimate the maximum exposure for this claim to be approximately $2,444,000 (4,888 employees in the statute of limitations period X $500 in estimated penalties per employee). Plaintiffs believe that they had an approximately 50% of chance at prevailing at certification and an approximately 30% chance of prevailing at trial on the merits regarding liability and damages. Thus, the realistic exposure for this claim is estimated to be approximately <u>$366,600</u>.

<u>Waiting Time Penalties Claim</u>

25. Plaintiffs alleged that class members were owed waiting time penalties in connection with the claim for unpaid wages. Defendants argued that it was not liable for waiting time penalties because it did not willfully fail to pay wages and there was a good faith dispute as to whether any wages were owed to class members. Plaintiff Martinez also argued that Defendants failed to issue final paychecks in a timely manner. Based on Plaintiffs' investigation/discovery and taking into

account Defendants' defenses, Plaintiffs estimate Defendants' total potential exposure for this claim to be approximately $23,325,931 (3,998 former employees in the statute of limitations period X $24.31 average regular rate X 8 hours per day X 30 days). This amount has to be discounted for the risks of prevailing on class certification, the good faith dispute defense (which is often recognized on these claims), and at trial on the merits regarding liability and damages. Plaintiff believes that he had an approximately 50% chance of prevailing at certification and an approximately 30% chance of prevailing at trial on liability and damages. These estimates take into account the good faith dispute defense. Therefore, Plaintiff estimates the realistic exposure for this claim to be approximately <u>$3,498,890</u>.

<u>Unreimbursed Expenses Claim</u>

26. Plaintiffs alleged that Defendants failed to reimburse necessary business-related expenses incurred by Plaintiffs and other employees. Plaintiffs incurred reimbursable business expenses including but not limited to uniforms/work clothing/work shoes, personal protective/safety gear and/or the use of Class Members' personal mobile phone and data usage for work-related purposes including but not limited to receiving and responding to work-related messages and/or phone calls. On the other hand, Defendants argued there would be no conceivable need for employees to use their phones for work and that any use of employee phones was purely for personal convenience and therefore not reimbursable as a "reasonable" or "necessary" business expense. In fact, Defendants argued that the use of personal cellphones—whether for work or personal reasons—is strictly prohibited under Defendants' written policies. In addition, Defendants argued it would be virtually impossible to certify this claim based on the predominance of individualized issues. With respect to the uniforms and gears, Defendants contended that these were provided to the employees by the hotels. Defendants also presented evidence showing that employees were provided free laundry services at the hotel, so that they can simply pick up as many sets of uniforms and gear as needed.

27. Based on Plaintiffs' investigation/discovery and taking into account Defendants' defenses, Plaintiffs estimate Defendants' total potential exposure for this claim to be approximately $685,700 ($100 estimated unreimbursed expenses per employee X 6,857 employees). This amount

has to be discounted for the risks of prevailing on class certification and at trial on the merits regarding liability and damages. Plaintiffs believes that they had an approximately 50% chance of prevailing at certification and an approximately 40% chance of prevailing at trial on liability and damages. Therefore, Plaintiff estimates the realistic exposure for this claim to be approximately $137,140.

PAGA Penalties

28. Plaintiffs alleged that Defendants were liable for penalties under PAGA and Labor Code § 558 in connection with the claims discussed above. In addition to denying liability, Defendant argues that it is improper to stack PAGA penalties within the same pay period. *See, e.g.*, *Smith v. Lux Retail N. Am., Inc.*, 2013 WL 2932243 (N.D. Cal. June 13, 2013) (holding "no actual holding in any judicial decision has ever blessed such stacking"). Defendant also argues that PAGA penalties can be reduced significantly where an award of PAGA penalties "would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Labor Code § 2699(e)(2).

29. Plaintiffs believe that any award of PAGA penalties would likely be significantly lower than the theoretical maximum based on factors such as the difficulty of proving individual Labor Code violations to support the penalty award and the Court's discretion to reduce penalties to avoid an unjust, arbitrary or oppressive, or confiscatory award. There is also the risk that Defendants would successfully challenge the PAGA claim on manageability grounds. In light of these factors and the uncertainties in the evidence supporting the underlying Labor Code claims, Plaintiff believes that a reasonable estimate of the amount of PAGA penalties that could be awarded at trial is approximately $2,008,000.

30. Based on the above analysis, we estimated Defendants' total realistic exposure to be approximately $11,737,738. Thus, the gross settlement amount of $2,800,000 represents approximately 23.85% of the estimated realistic exposure.

31. As noted, Defendants vigorously denied liability and defended against Plaintiffs' claims and raised numerous certification and merits defenses including the fact that various collective bargaining agreements and arbitration agreements would hamper Plaintiffs' efforts to obtain class certification, and that Defendants have maintained lawful policies and procedures. For

example, Defendants argued that any donning and doffing time was not compensable because employees were, by written policy, allowed to change into and out of their uniforms at home. Defendants cited several cases in support of this legal principle, including *Bamonte v. City of Mesa*, 589 F. 3d 1217, 1225-26 (9th Cir. 2010), and *Dager v. City of Phoenix*, 380 Fed. App. 688, 689 (9th Cir. 2010). Defendants similarly noted that their written policies prohibited employees' use of personal cell phones at work, further weakening Plaintiffs' claim that employees should be reimbursed for cell phone expenses based on a uniform requirement that they utilize their cell phones at work. Defendants also noted that Plaintiffs' rounding claims only applied to a few hotels, and many employees benefited (i.e. received more pay) as a result of the rounding practice. Plaintiffs' vacation pay claims only applied to a small group of employees, and the challenged vacation pay practice was in accordance with specific union rules as part of the collective bargaining agreement at each hotel. In addition, Defendants argued no wage statement or waiting time penalties were due based on the "good faith dispute" defense.

32. Defendants also presented evidence in the form of putative class member declarations. Prior to the mediation, Defendants obtained sixteen declarations from employees at seven IHG hotels, and argued that these declarations established: (1) employees did not work off the clock and understood hotel policy prohibited off-the-clock work; (2) employees uniformly received timely, compliant off-duty meal and rest breaks, and were allowed to leave the hotels for their breaks; (3) employees were not denied meal or rest breaks, nor were they discouraged from taking them; (4) employees had the option to change into and out of their uniforms at home, and routinely did so; and (5) employees were not required to utilize their personal cell phones for work purposes.

33. Defendants further argued that individualized fact and legal issues would predominate on all of Plaintiffs' class claims and that a trial on the PAGA claims would be unmanageable. Defendants emphasized that courts routinely deny class certification in cases involving meal and rest break claims, cell phone reimbursement claims, and off-the-clock claims. Defendants' time records also showed a meal break compliance rate at or above 85-95% at most hotels (and the sample records produced by Defendants showed a meal break compliance rate

above 91%), which Defendants argued would make certification of the meal break claims very difficult. Any potential class damages sought by Plaintiffs were also severely mitigated by the fact that most putative class members had signed arbitration agreements with class waivers. While not insurmountable in Plaintiffs' view, these defenses and arguments would have made it far more difficult for Plaintiffs to prevail at class certification and trial.

34. Thus, Defendant raised various and multi-layered defenses to each of Plaintiff's claims, any one of which, if successful, could have derailed Plaintiff's case. And Defendant vowed to raise all these defenses in connection with class certification and at trial. Accordingly, Plaintiff faced risky issues going forward with litigation, and it could have taken years to realize any recovery in this action along with the possibility of post-trial appeals. In additional to its merits defenses and arguing trial would be unmanageable, Defendant also intended to raise additional defenses on damages.

35. Although Plaintiffs, co-counsel and I counsel believe Plaintiffs could have prevailed, there was no such guarantee. When the risks of overcoming manageability and class certification defenses, prevailing at trial on the merits on all claims, and appellate risks all are factored into the equation, the settlement value is reasonable and supported. Of course, to obtain anywhere near the maximum recovery, Plaintiffs would have to shoot the moon and win both liability and damages on all claims, which outcome, for the reasons discussed, is unlikely. Given Defendant's various procedural and merits defenses, the proposed settlement is reasonable.

PLAINTIFFS' ENHANCEMENT AWARDS

36. Pursuant to the terms of the settlement, Plaintiffs each seek a reasonable incentive award of $10,000 for their service in bringing these claims on behalf of the Class. The requests are reasonable given the risks they undertook on behalf of the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiffs helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendants' litigation costs. Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, assuming a risk of discrimination by future prospective employers. As set forth in more detail in their

respective declarations submitted at preliminary approval, among taking many other actions assisting in the successful litigation of this case, Plaintiffs 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. Finally, there are no class member objections submitted with respect to the amounts Plaintiffs propose to receive. Accordingly, the requested enhancement payments to Plaintiffs are appropriate and justified as part of the settlement.

SETTLEMENT ADMINISTRATION COSTS

37. The settlement provides for a payment to Simpluris for its services as the Settlement Administrator. As set forth in the Declaration of Arron Weisel, Simpluris has performed and will continue to perform its required duties through final distribution of the settlement funds, and incurred $41,510 in fees and expenses. [admin Decl.] Accordingly, Plaintiffs respectfully request the Court approve payment of $41,510 to Simpluris from the GSA.

ATTORNEY'S FEES AND COSTS

38. As addressed in detail above, at the time the parties reached the tentative settlement success for Plaintiff and the putative class was far from certain. Plaintiff faced a real risk that some or all the claims would not be certified for class treatment, as Defendant had strong arguments that its compensation policies were legal and properly compensated the class members. Even if Plaintiff certified some or all of the claims and ultimately prevailed on the merits, it undoubtedly would have taken several years to realize any recovery while they pursued class certification, trial, and an almost certain appeal. 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.

39. I am a graduate of Loyola Law School, Los Angeles, from which I received a *juris doctorate* degree in 2009. Prior to attending law school, I attended the University of Southern California, from which I received a *bachelors of science* in Business Administration in 2006.

40. I have been a Partner at Crosner Legal since February 1, 2023. Prior to joining Crosner Legal, I was a Senior Associate and Team Director of a Wage and Hour Litigation Team at Capstone Law APC, which I originally joined as an associate attorney in May 2016.

41. Since being admitted to the California State Bar in 2010, my entire legal career has been dedicated to protecting employee and consumer rights through the prosecution of class action and representative actions filed on behalf of plaintiffs in class actions and statewide representative actions. Throughout my career I have managed or co-managed more than 100 class action and PAGA representative cases, from initial filing of the complaint through final resolution.

42. In particular, I have served as class counsel in several certified class action cases, including:

a. *Party City Wage and Hour Cases*, JCCP4781 (class counsel for certified class of non-exempt hourly employees who worked for Defendants in California)

b. *Lewis v. Express Messenger Systems*, Los Angeles Superior Court Case No. BC501521 (class counsel for certified class of last-mile delivery drivers who were alleged to be misclassified as independent contractors)

c. *Ramirez-Vivar v. Grifols Diagnostic Solutions, Inc.*, *et al.*, Alameda County Superior Court, Case No. RG21099519 (class counsel for certified classes of non-exempt hourly employees who worked for Defendants in California)

d. *Jones v. LA Live* , Los Angeles County Case No. BC687908 (class counsel for certified issue classes consisting of hourly employees who worked at Staples Center and Nokia Theater)

43. The following is a representative sample of settlements in wage and hour class action and PAGA representative cases in which I was listed as an attorney of record and either managed, or co-managed with attorneys at my firm and other co-counsel:

e. *Cruz v. Walmart*, Los Angeles County Super. Ct. Case No. 18STCV03128 ($15 million global PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations.)

f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C 15-

02051 ($11 million global PAGA settlement on behalf of over 36,000 employees for Labor Code violations.)

g. *Gross v. Sodexo*, Kern County Super Ct., Case No. BCV-18-101746 Capstone ($4.75 million class and PAGA settlement on behalf of class of non-hourly employees for Labor Code violations.)

h. *Campbell v. AEG* ($1.8M class and PAGA settlement on behalf of group of hourly employees who worked at concert venues in California for alleged Labor Code violations)

i. *Fiebelkorn v. AEG*, et al. Los Angeles Superior Court Case No. BC717337 ($1.75M class settlement on behalf of group of hourly employees who worked at Oakland Coliseum for alleged Labor Code violations)

j. *Amaro v. Anaheim Arena Management*, Orange County Superior Court Case No. 30-2017-00917542 ($2,212,500 class and PAGA settlement on behalf of group of hourly employees who worked at Honda center in Anaheim California for alleged Labor Code violations)

k. *Espindola v. Panda Express,* San Bernardino Superior Court Case No. CIVDS1931455 ($3.125M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)

l. *Gold v. Benihana*, San Diego Court Superior Court Case No. 37-2016-00022320-CU-OE-NC ($2.25M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)

m. *Party City Wage and Hour Cases*, JCCP4781 ($6.5M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)

n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No. BC501521 ($10.5M class and PAGA settlement on behalf of a statewide group of independent contractor last-mile delivery drivers alleged to be misclassified)

o. *Flores v. Tesla*, Alameda County Superior Court Case No. RG18907072 ($4M class and PAGA settlement on behalf of statewide group of hourly employees for alleged

Labor Code violations)

p. *Ruiz v. Disney Stores*, San Bernardino Superior Court Case No. CIVDS2016983 ($2M class and PAGA settlement on behalf of statewide group of hourly employees who worked at retail stores in California for alleged Labor Code violations)

q. *Ramirez v. Yin Management*, Sacramento County Superior Court Case No. 34-2021-00301530 ($1.8M class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's McDonald's franchises in California for alleged Labor Code violations).

r. *Suhartono v. RRG Besh*, Los Angeles County Superior Court Case No. 19STCV22184 ($2.25 class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's McDonald's franchises in California for alleged Labor Code violations).

s. *Gomes v. Kura Sushi*, Los Angeles County Superior Court Case No. 19STCV18977 ($1.75M class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's restaurants in California for alleged Labor Code violations)

t. *Saldana v. Hydrochem*, Contra Costa Superior Court Case No. CIVMSC19-02624 ($1.38M class and PAGA settlement on behalf of statewide group of hourly employees for alleged Labor Code violations).

44. In addition, below are settlements in consumer class action cases in which I was listed as an attorney of record and either managed, or co-managed with attorneys at my firm:

u. *Lopez v. Seterus*, *et al.*, Los Angeles Superior Court Case No. BC484297 ($3M Class settlement on half of thousands of borrowers in California, Florida, and Texas for UCL violations premised on improper late fee collections)

v. *McGill v. Citibank*, Riverside County Superior Court Case No. RIC 1109398 (in landmark case that established the 'McGill rule' precluding the waiver of public injunctive relief in pre0dsipute arbitration agreements, negotiated confidential settlement on behalf of consumer who sued for damages and class injunctive relief stemming from marketing of credit protector plan)

45. Finally, I have been selected by my peers as a Super Lawyers 'Rising Star' every year since 2016 through 2022, which is a recognition that is provided to only 2.5% of active lawyers practicing within the State of California

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

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

48. Mr. Crosner has been selected by Super Lawyers as a "Southern California Rising Star" for employment and labor law consecutively from 2018 through 2023. Super Lawyers has also named me on their "Up-and-Coming 100" Southern California Rising Stars List for consecutive years from 2021 through 2023. Only 2.5% of lawyers within California are named a Super Lawyer Rising Star and even less are added to their Top Lists. Additionally, he has been selected as a Top 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers, invitation-

only organization composed of the premier trial lawyers, from 2019 through 2023. He is an active participant in advocacy groups, including as 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 a member of the Pound Civil Justice Institute.

49. 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 and is head of the Firm's Pre-Litigation Department.

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

51. Karen Wallace was a Senior Associate at Crosner Legal from July 2023 to August 2024, during which she spent significant time dedicated to the litigation of this case. During her employment with Crosner Legal, Ms. Wallace exclusively handled a wage and hour class and PAGA cases. She earned her Bachelor's degree from U.C. Berkeley, her PhD from UCLA, and her J.D. from Southwestern Law School. Ms. Wallace was admitted to the California State Bar in December 2010 and has since spent almost a decade of her legal career litigating wage and hour class and PAGA actions at Capstone Law, APC, Matern Law Group, PC and at Crosner Legal.

52. 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.).

53. 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, Brandon Brouillette $800/hour; Kiara Bramasco and Branden Hamilton $650/hour, and Karen Wallace $750/hour.

54. I request 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).

55. 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 myself and Mr. Crosner, 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

56. A true and correct summary of Crosner Legal's work performed and hours expended is attached hereto as Exhibit 2. After the analysis above, Crosner Legal's lodestar is $408,090, based on 523,3 attorney hours spent litigating this case through the filing of this motion as reflected in Exhibit 2. When combined with our co-counsel's lodestar, the total aggregate lodestar is $710,675. Further, we will almost certainly spend additional time addressing settlement administration matters, responding to class member questions, etc. As noted, Crosner Legal and our co-counsel have represented Plaintiffs for over two years with respect to these matters and

have expended a significant amount of time and resources in that representation. We agreed to litigate this case on a purely contingent basis and 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), Plaintiffs respectfully request the Court award their counsel the requested fees of $933,333.33 based on the common fund theory with a corresponding lodestar cross-check and reasonable enhancement of 1.31. Crosner Legal and Aequitas Law Group will share any fees awarded 50/50. All clients have been informed of the proposed fee split and consented thereto in writing.

57. 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, Crosner Legal has received no compensation or reimbursement for its efforts representing Plaintiffs and the Class.

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

59. Class Counsel's litigation also may obtain reimbursement of reasonable costs and

expenses incurred in pursuing these matters. A true and correct itemization of the costs and expenses incurred by Crosner Legal is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	$3,190.85
Mediation Fees	$11,000.00
Deposition Costs	$5,936.91
Expert Fees	$22,490.52
Postage/Overnight/Fax	$172.56
Court Copies/PACER	$265.90
PAGA Filing Fee	$150.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	**$43,206.74**

60. All of these costs were necessary for the successful litigation of the case and are reasonable in amount. After accounting for our co-counsel's costs, the total amount requested in reimbursement is $74,166.66. I respectfully request the Court approve reimbursement of Class Counsels' litigation costs and expenses in the amount of $74,166.66, including $43,206.74 to Crosner Legal.

61. 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 10th day of February 2026, at Los Angeles, California.

Declarant

Exhibit 1

Exhibit 2

Martinez vs IHG Management [Maryland] LLC
(San Diego County Superior Court Case No. 37-2024-00008504-CU-OE-CTL)

Crosner Legal Time Report

Tasks	Zachary Crosner	Branden Hamilton	Brandon Brouillette	Kiara Bramasco	Karen Wallace
Pre-filing Case Investigation	6.40	9.80	0.00	10.10	0.0
Pleadings and Law and Motion	22.70	19.60	65.50	0.0	10.70
Discovery and Post-Filing Investigation	14.800	0.0	33.60	0.0	48.30
Court Appearances	0.0	0.0	12.40	0.0	2.50
Case Management; Litigation Strategy & Analysis	20.50	0.0	41.00	0.0	114.20
Mediation and Settlement	18.80	0.0	72.40	0.0	0.0
Total Hours	83.20	29.40	224.90	10.10	175.70
Hourly Rate	$850.00	$650.00	$800.00	$650.00	$750.00
Lodestar	**$70,720.00**	**$19,110.00**	**$179,920.00**	**$6,565.00**	**$131,775.00**

Total Hours: **523.30**
Total Lodestar: **$408,090.00**