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SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

BRYAN HEREDIA, as an individual and on behalf of all other similarly situated Class Members, Plaintiff, v. REMEDI8, LLC, a Kansas Limited Liability Company; BARRIER COMPLIANCE SERVICES LLC, a Kansas Limited Liability Company; and DOES 1-100, inclusive, Defendants.	Case No.: CVRI2403132 Assigned for All Purposes to: Hon. Harold Hopp Dept. 1 DECLARATION OF NIKKI TRENNER IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS Date: April 15, 2026 Time: 8:30 a.m. Dept.: 1

I, NIKKI TRENNER, declare as follows:

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

FACTUAL BACKGROUND AND PROCEDURAL POSTURE

2. Defendant Remedi8 is a Kansas-based limited liability company operating in California, and it provides fire door inspection, installation, and repair services throughout California, with employees in Los Angeles, San Diego, and San Bernardino counties. Plaintiff Bryan Heredia worked as a non-exempt Fire Door Inspector/Installer/Repair Technician for Remedi8 from January 3, 2023, through July 17, 2023. Plaintiff's initial rate was $27/hour, which increased to $32/hour on June 26, 2023.

3. Plaintiff alleges Defendants violated California wage and hour law in several respects. First, he alleges a failure to pay all wages due, including failing to incorporate non-discretionary bonuses and shift differential pay into the regular rate of pay when calculating overtime wages and failed to pay employees for all hours worked by requiring "off the clock" work. Next, Plaintiff alleges Defendants also failed to provide compliant meal and rest periods by requiring employees to perform work while clocked out for meal periods and not relieving employees of all employer control while on a break. Plaintiff also claims employees had to use their personal phones on company business and without reimbursement and, as a result of the above allegations, Plaintiff also alleges Defendants failed to provide accurate, itemized wage statements and failed to pay all wages owed upon separation of employment.

4. Based on these allegations, and after exhausting PAGA administrative remedies, on June 7, 2024, Plaintiff filed the underlying class and PAGA action on behalf of himself and the Class Members, asserting claims for (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to reimburse expenses, (6) failure to provide itemized wage statements; (7) failure to pay all wages due at termination; (8) unfair competition, (9) and violation of PAGA based on the same alleged

Labor Code violations.

5. Defendants have at all times denied Plaintiff's allegations. Barrier has maintained that it did not employ any non-exempt California employees during the class period. And Remedi8 has maintained that its meal and rest break and payroll policies and procedures comply with California law, and that it provided the class members with required meal and rest breaks. Additionally, Remedi8 contends its timekeeping and payroll policies accurately track and pay for all hours worked by its employees and at the correct rates of pay. Remedi8 further contends it appropriately reimbursed its employees for expenses related to the use of their personal phones. Defendants also strongly contend the case cannot be maintained as any kind of class or representative action, arguing for example that to the extent class members missed meal and/or rest breaks, or that such breaks were non-compliant, it was intermittent and infrequent and evidence of such missed breaks would be purely anecdotal, and therefore individualized issues predominate and trial on a representative basis would be unmanageable.

6. Since Plaintiff filed the initial complaint, the Parties initiated formal discovery. After extensive meeting and conferring on discovery issues, case management, and potential law and motion, the Parties ultimately agreed to mediation, and further agreed to 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 of sampling paystubs and time records for about 10% of the class. Defendants also provided documents reflecting their wage and hour policies and practices, and data regarding the total number of current and former employees, the estimated total amount of workweeks and pay periods they worked, and average hourly pay rates, among other relevant data. Plaintiff reviewed with the assistance of a consulting expert to help determine, inter alia, potential violation rates for meal breaks, potential unpaid wages, and to help formulate a damages model.

7. The Parties then engaged Chris Barnes, Esq., a highly respected mediator with extensive wage and hour class action experience and, in April 2025, participated in a full day mediation with Mr. Barnes. Throughout the day, the arms-length negotiations were hard-fought

and adversarial as the Parties exchanged extensive information on their legal and factual positions, and made numerous offers and counter-offers. Near the end of the day, the Parties reached agreement on all major issues and thereafter jointly prepared the Settlement Agreement.

THE PROPOSED SETTLEMENT TERMS

8. Under the settlement, Defendants will pay $268,750.00 into a common fund, the Gross Settlement Amount. Reasonable attorney's fees of up to $89,583.33 (1/3 of the GSA), litigation costs of up to $30,000 (only $19,312.50 is requested), an enhancement award to Plaintiff of up to $10,000, settlement administration costs of no more than $5,000, and $10,000 for civil penalties under PAGA (of which 75%, or $7,500, will go to the Labor & Workforce Development Agency, and 25%, or $2,500 will go to the Aggrieved Employees) all will be paid from the Gross Settlement Amount. The remainder of approximately $134,854 will be allocated among the Participating Class Members based on their total workweeks worked during the Class Period. No portion of the Gross Settlement Amount will revert to Defendants.

9. This is a cash settlement that does not require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Eighty percent of each settlement share will be allocated to wages and the remaining twenty percent will be allocated to 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.

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, 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 missed a meal break and/or rest break, were not provided compensation in lieu of such missed breaks, or lost pay due to the alleged rounding.

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

12. As noted above, the Parties allocated $10,000 from the GSA to civil penalties under PAGA, and submit that amount is fair, reasonable and adequate, and consistent with PAGA's underlying purposes. Per Labor Code section 2699(*l*)(2), my office gave notice of the settlement and the final approval hearing to the LWDA via its online portal. A true and correct copy of the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

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

13. Prior to mediation, the parties engaged in both formal and informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding Defendants' payroll practices, a representative sampling of class member pay stubs and time records, applicable compensation plans, meal and rest break policies, etc., and information from Defendants regarding class size and breakdown, number of work weeks/pay periods, average rates of pay, and other information used to formulate a damages model with the assistance of a consulting expert. Plaintiff's counsel are confident they obtained sufficient information to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is fair and reasonable.

14. First, on the unpaid wage claims, Plaintiff alleges Defendants failed to pay for all

hours worked by requiring employees to work "off the clock." Here, Plaintiff alleged Defendants required employee travel to various customer locations including the Bay Area, Las Vegas, Bakersfield, San Diego, and Los Angeles. Despite this, per Plaintiff, Defendants had a policy and practice of failing to compensate employees for all compensable travel time, and particularly the first and last hours of work spent traveling to and from work locations. Plaintiff also alleges employees were often instructed to perform work related duties while clocked out for meal periods due to the press of business and need to complete projects quickly. According to Plaintiff's expert's analysis, this resulted in the loss of some **$257,600** in pay over the Class Period. On the other hand, Barrier argued that it did not employ any putative class member. Remedi8 further argued its timekeeping and payroll policies accurately tracked and paid for all employee time at the correct hourly rate, and that is policies strictly prohibited "off the clock" work. On the drive time issue, Remedi8 argued they paid for all compensable travel time, and were not required to pay the first hour of time each way since that time approximated a "reasonable commute" and therefore not compensable. Further, Remedi8 contended that if any off the clock work occurred, whether during a lunch break or otherwise, it was in violation of company policy and done voluntarily by employees and without the company's knowledge or consent.

15. On the meal period claims, Plaintiff argued Defendants' written policies were non-compliant, and failed to (1) notify employees when they were to take their meal period; (2) failed to notify employees they were entitled to a second meal period during shifts over ten hours; and (3) failed to provide for the payment of meal period premiums when meal period were late, interrupted, missed, and/or not provided at all. Beyond that, Plaintiff alleged his expert's review of the time records produced showed numerous "de facto" violations for missed, late and/or untimely meal periods and, as alleged above, Plaintiff further claims employees were not relieved of all job duties while on a meal period and frequently worked through lunches based on instructions from supervisors. Plaintiff's expert's analysis suggested about 81% of shifts had a least one unique meal violation, and estimated the potential exposure at about **$905,680** in meal period premiums.

16. In response, Defendants argued the break policies were fully compliant with California law. Remedi8 argued that it provided all required meal periods and thereby met its obligations under the Labor Code and applicable Wage Order, while Barrier did not employ any California non-exempt employees during the class period. Further, Remedi8 argued to the extent employees missed a break or took a non-compliant break, any such discrepancies were aberrational and against company policy and a myriad of individual issues would be required to determine whether the potential violation resulted from employee choice or some other reason. Consequently, per the Defendants, individualized inquiries would dominate on this issue and render class certification inappropriate.

17. For the rest break claim, Plaintiff argued that Defendants frequently provided non-compliant rest breaks, as once again Class Members often had to skip rest breaks or received shortened rest breaks due to the hectic nature of the work and need to complete projects on schedule. As with meal breaks, Defendants argued their rest break policies complied with California law, that Barrier did not employ any putative class member, and that Remedi8 authorized and permitted employees to take all required rest breaks. Defendants further contended that, in light of the fact that they are not required to maintain a record of rest breaks, any evidence of failure to authorize and permit rest breaks and/or discouragement from taking rest breaks would be purely anecdotal and individual issues would predominate on liability. Assuming a 75% violation rate, Defendants' exposure here was estimated at about **$877,877**.

18. On the expense reimbursement issue, Plaintiff alleged employees had to use their personal phones to log into and use Defendants' time management system without reimbursement. Plaintiff also alleges he received no mileage reimbursement despite having to use his own vehicle to travel for work related purposes. Based on $5 per week in cell phone reimbursement, Plaintiff estimated the exposure at about **$18,310**. Assuming 500 miles per week for mileage, Plaintiff estimates about **$1,153,530** in unreimbursed mileage expenses (3,662 work weeks * 500 miles/week * $0.63/mile avg. IRS rate).

19. Here, Barrier argued it did not employ any of the putative class members, and Remedi8 argued that it provided employees with a monthly cell phone stipend ($25) that

appropriately compensated employees for cell phone use. As far as driving, Remedi8 again emphasized that, although the class members drove to different job sites, those drives were equivalent to the employees' "regular commute" and as such not-reimbursable.

20. Finally, Plaintiff also alleged derivative claims under Labor Code § 226 (alleged inaccurate wage statement violations) and §§ 201-203 (waiting time penalties). These claims are based on the unpaid wage claims and will rise or fall along with those primary claims, in addition to being subject to "good faith" and other defenses available to Defendants. Defendants argued further that the wage statements accurately contained all required information, and that acted in good faith all times with respect to payment of wages. Although Plaintiff's experts estimated the exposure on these claims at about **$511,620** on the wage statement claims, and about **$730,825** on the waiting time penalties claim, Plaintiff also discounted the derivative claims significantly in light of these multiple potential defenses.

21. As far as potential PAGA liability, the alleged aggrieved employees theoretically are entitled to penalties totaling about $1,664,000 should Plaintiff prevail on all claims, establish violations of the multiple Labor Code sections at issue, and secure the maximum allowable civil penalties. As with the class claims, Plaintiff discounted the potential PAGA penalties based on Defendants' 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 $15,000 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.

22. Thus, Defendant raised various and multi-layered defenses to each of Plaintiff's claims, anyone of which, if successful, could have decimated Plaintiff's case. And Defendant vowed to raise all these defenses at trial. 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 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. Likewise proving the amount of wages and penalties due each Class Member would be an expensive, time-consuming, and uncertain proposition.

23. Taking into account all of the above-discussed risk factors, Plaintiff calculated Defendants' exposure on the class claims at around **$402,850** on a risk-discounted basis and, accordingly, the settlement represents about 70% of the estimated recovery after trial after accounting for the multiple risks of continued litigation as addressed above. Given Defendants' multi-layered defenses and all other potential risks of continued litigation, a total recovery for the class of $268,750, which will result in average award of some $2,247 per class member, is a significant result well within the range of reasonableness considering all potential outcomes, and will provide monetary awards to the Class without further delay.

SETTLEMENT ADMINISTRATION COSTS

24. 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 Stacey Shim, Apex has performed and will continue to perform its required duties through final distribution of the settlement funds, and incurred $5,000 in fees and expenses. Accordingly, Plaintiff respectfully requests the Court approve payment of $5,000 to Apex from the GSA.

PLAINTIFF'S ENHANCEMENT

25. 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 themselves at risk of discrimination by future prospective employers. As set forth in

more detail in her declaration submitted at preliminary approval, among taking many other actions assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments.

<u>The Attorney's Fees Requested Are Fair and Reasonable and Should Be Approved</u>

26. Per the terms of the settlement, up to 1/3 of the initial gross amount is allocated to payment of reasonable attorney's fees, or $89,583.33. 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.

27. Over the two plus years this matter has been pending, Crosner Legal's efforts have included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal research, research into similar claims and claims against other employers in the same industry, and attempts to locate and contact other employees of the Defendant; (2) drafting a PAGA notice letter; (3) drafting the initial complaint and related documents; (4) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, etc.; (5) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (6) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (7) working with a consulting expert on the analysis of Defendant's informal production; (8) drafting a mediation brief and accompanying damages model after review and analysis of defendant's formal and informal discovery production; (9) attending an all-day mediation; (10) negotiating and drafting the settlement agreement and related documents; (11) drafting the consolidated amended complaint to effectuate the settlement; (12) drafting motion for preliminary approval, and attending the hearing; (13) administration of the settlement, including communications with the Settlement Administrator and settlement class members; (14) final approval and attorney's fees,

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

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

29. 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.

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

31. 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.

32. Mr. Crosner currently is an executive board member of the Wage and Hour Committee and the Legislative Committee for the California Employment Lawyers Association; a member of the Grassroots Advocacy Team for the National Employment Lawyers Association; Wage and Hour

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

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

Members without further delay.

34. 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.

35. 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.

36. 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.).

37. 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.

38. 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).

39. 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

40. After the analysis above, Crosner Legal's lodestar is $97,390, based on 125.7 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.

41. 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 $89,583.33 based on the common fund theory with a corresponding lodestar

cross-check and no lodestar enhancement.

42. 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.

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

Class Counsel's Costs and Expenses are Reasonable

44. Class Counsel's litigation costs and expenses are capped at $30,000 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	$4,374.98
Mediation Fees	$9,000.00
Expert Witness Fees	$5,760.00

Postage/Overnight/Fax	$102.22
PAGA Filing Fee	$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	**$19,312.20**

45. 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 $19,312.20 in litigation costs and expenses to Crosner Legal.

46. 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 20th day of March at Los Angeles, California.

Nikki Trenner

Declarant

Exhibit 1

Exhibit 2

Bryan Heredia v. Remedi8, LLC, et al.
(Riverside County Superior Court Case No. CVRI2403132)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	2.6	0.0	0.0	6.3	5.1
Pleadings and Law and Motion	3.1	0.0	0.0	.9	13.6
Discovery and Post-Filing Investigation	0.0	0.0	11.3	0	0
Court Appearances	0.0	0.0	0.0	0	0
Case Management; Litigation Strategy & Analysis	4.5	31.2	4.7	0	0
Mediation and Settlement	4.1	11.9	26.4	0	0
Total Hours	14.3	43.1	42.4	7.2	18.7
Hourly Rate	$850	$800	$800	$650	$650
Lodestar	**$12,155.00**	**$34,480.00**	**$33,920.00**	**$4,680**	**$12,155.00**

Total Hours: 125.7
Total Lodestar: $97,390