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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

CONNOR ANGEL, as an individual and on behalf of all other similarly situated Class Members, Plaintiff, v. ELLIOTT HOMES, INC., an Arizona Corporation; and DOES 1-100, inclusive, Defendants.	Case No. 24CV019402 (Lead Case) 24CV023595 (Consolidated Case) Assigned for All Purposes to: Hon. Lauri A. Damrell Dept. 8B DECLARATION OF NIKKI TRENNER IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES Date: July 31, 2026 Time: 9:00 a.m. Dept.: 8B

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 Connor Angel in the above-captioned matter. If called to testify as to the facts within, I would and could competently do so.

BACKGROUND

2. Defendant Elliott Homes is an Arizona corporation operating as a residential home builder and developer in California. Defendant maintains its principal place of business in Folsom, California, and conducts operations across multiple California locations. Plaintiff worked for Elliott as a non-exempt detailer from February 4, 2020 to February 16, 2024. During his employment, Plaintiff worked at various locations including Rancho, Folsom, Galt, and Elk Grove. Plaintiff began his employment at a wage rate of $27.00 per hour and received increases over time, reaching a final rate of $32.00 per hour.

3. On September 26, 2024, Plaintiff filed a class action complaint against Defendant alleging various wage and hour violations. First, Plaintiff alleged Elliott failed to pay minimum and overtime wages by requiring "off the clock" work and paying employees per schedule rather than actual hours worked and requiring Plaintiff and the Class Members to perform work off the clock during unpaid meal periods. Plaintiff further alleges Defendant underpaid wages by failing to incorporate non-discretionary bonuses in Plaintiff's and the Class Members' regular rate of pay and thus paid for overtime and sick pay at the incorrect rate of pay. Plaintiff also claimed Defendant failed to provide all required meal and rest breaks on a fully-compliant basis, and failed to reimburse expenses incurred for the use of personal vehicles and cell phones for business purposes, as well as the purchase, maintenance, and replacement of tools necessary to perform the job. Based on these allegations, Plaintiff's class action complaint alleged claims for minimum wage violations, overtime violations, meal and rest break violations, failure to reimburse expenses, failure to provide accurate wage statements, failure to pay all wages due on separation of employment, and unfair competition under Bus. & Prof. Code §§ 17200, et seq. After exhausting administrative remedies, on November 15, 2024, Plaintiff filed a separate PAGA-only complaint against Elliott based on the same alleged violations. The Court later consolidated both matters.

4. In response, Elliott denied Plaintiff's allegations, and argued its meal break and payroll policies and procedures comply with California law, that it provided its employees with required meal and rest breaks, that it properly tracked employee time and paid Plaintiff and all other employees all wages due at the correct hourly and overtime rates, and that it reimbursed all reasonable and necessary expenses. Additionally, Elliott strongly contends the case cannot be maintained as any kind of class or representative action, arguing that to the extent class members missed meal breaks, that such breaks were non-compliant, or that any unpaid "off the clock" work occurred, it was intermittent and infrequent and evidence of such violations would be purely anecdotal, and therefore individualized issues predominate and trial would be unmanageable.

5. After the matter was at issue, both sides began engaging in meet and confer discussions regarding case management, discovery and potential law and motion and, ultimately agreed to attempt early mediation. The Parties also agreed on a protocol for an exchange of additional documents and information before the mediation to facilitate the settlement discussions. Consequently, Plaintiff's counsel reviewed payroll records, compensation plans, personnel policies/handbooks, meal and rest break policies, personnel files, and a random of sampling of Class Member paystubs and time records. Defendant also provided data regarding the total number of putative class members, the estimated total amount of workweeks and pay periods they worked, average pay rates, and information regarding other non-hourly compensation, among other relevant data. Plaintiff than had this information reviewed by Berger Consulting Group to assist with determining potential violation rates and formulating a damages model.

6. The Parties then engaged Scott Radovich, Esq., a respected professional neutral with substantial wage and hour and class action experience. In April 2025, the Parties participated in a mediation with Mr. Radovich. 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, and ultimately reached agreement on all major issues.

THE PROPOSED SETTLEMENT TERMS

7. Under the settlement, Elliott will pay $225,000 into a common fund, the Gross

Settlement Amount ("GSA"). Attorney's fees of up to $75,000 (33.3% of the GSA), litigation costs of up to $30,000 (only $14,322.08 is requested), settlement administration costs of $7,994, a service award to Plaintiff of no more than $10,000, and PAGA civil penalties of $10,000 (of which 65%, or $6,500 will go to the LWDA and 35%, or $3,500, will go to the Aggrieved Employees on a pro rata basis), all will be paid from the GSA. The balance of around $107,733 will be allocated pro rata to the Class Members based on their weeks worked during the Class Period. No portion of the GSA will revert to Elliott.

8. As noted, the settlement obligates Elliott to pay $225,000 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs. At least $107,733 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that <u>does not</u> require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. One-third of each settlement share will be allocated to wages and the remaining two-thirds percent will be allocated to penalties, expenses, and interest, which allocation is consistent with Elliott's potential liability. Elliott will pay any and all applicable employer-side payroll taxes separately and in addition to the GSA.

9. Each Participating Class Member will receive a share of the Net Settlement Amount based on his or her total pay periods worked in California as a non-exempt employee during the Class Period. 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 settlement award corresponding to the relative value of their potential claims. The proposed allocation provides a reasonable way to compensate Class Members based on the amount of time they worked for Elliott in California and the amount unpaid/underpaid overtime, the number of missed or non-compliant meal breaks and rest breaks, etc.

10. All Participating Class Members will release Elliott from all claims alleged in the operative complaint, or that could have been brought based on the factual allegations in the

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 FAC.

11. As noted, the Parties allocated $10,000 to resolution of Plaintiff's alleged claims under PAGA, and respectfully submit that amount is fair, reasonable and adequate, and consistent with PAGA's underlying purposes. Consistent with PAGA, $6,500 of that amount will go to the LWDA for the State's share of the civil penalties, while the remaining $3,500 will be distributed pro rata to eligible PAGA Members. 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 Proposed Settlement Meets the Dunk and Kullar Factors and is within the Range of Reasonableness

12. Prior to mediation, the parties engaged in extensive formal and informal discovery to facilitate settlement discussions. As a result, we reviewed documents and information regarding Elliott's payroll practices, pay stubs and time records for a sampling of about 65% of the class members, meal and rest break policies, etc., and information from Defendant regarding class size and breakdown of job positions, work weeks, rates of pay, and other information used to formulate a damages model. I am confident we obtained sufficient information to enable an understanding of the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is in the best interests of the class.

13. Using that data, Plaintiff ran various calculations and estimated Elliott's likely maximum exposure on the class claims at approximately $3,545,800, including about $139,308,750 on the off the clock/unpaid wage claims, around $35,580 on the regular rate claims, approximately $1,396,74600 on the meal period claims, about $1,396,746 on the rest period claims, about $305,400 on the expense reimbursement claims, around $188,200 on the wage statement claims, and $83,820 on the waiting time penalty claims.

14. The unpaid wage claims focus primarily on Elliott's alleged failure to pay Class Members at least minimum wages and/ or overtime wages for all of their hours worked. Plaintiff alleges, for example, that employees regularly performed pre-shift and post-shift work which time

was not always recorded or paid for because Defendant paid based on their scheduled hours only rather than actual hours worked. Per Plaintiff, employees also frequently had to work during unpaid meal breaks depending on the press of business and need to meet project deadlines. Plaintiff alleges all of this off the clock work resulted in the loss of up to an hour of compensable time per week.

15. Plaintiff also alleged Defendant failed to incorporate all forms of compensation into their regular rate of pay calculations when paying overtime as required by California law. Here, Plaintiff alleges class members regularly received performance-based bonuses but that Elliott failed to pay the required overtime on those payments, and further failed to properly calculate the correct rate for sick pay. Plaintiff's expert's analysis suggested over 7,000 hours of overtime and sick time were underpaid for this reason.

16. In response, Elliott argued its payroll policies are fully compliant, that it properly tracked and paid for all hours worked at the appropriate hourly wage. Defendant also argued that, if any class members failed to record and report time it was in violation of company policy and would have occurred on a haphazard and individual basis. Accordingly Defendant argued the issue would not be certifiable since it would require individualized inquiries whether any compensable "off the clock" work occurred and why it was or was not documented and paid for.

17. On the meal and rest break claims, Plaintiff contends Elliott's written policies are not fully compliant, and regardless the time and pay records show substantial "de facto" violations for non-compliant meal breaks. For example, Plaintiff argued Defendant's policies failed to inform employees that a first meal break must start before the end of the fifth hour of work, that employees were entitled to a second meal break on shifts over ten hours, or that employees are owed premium pay for a missed or non-compliant meal period. Regardless of the policies, per Plaintiff Elliott also failed to track the start/stop times for lunch breaks for much of the class period, and accordingly violations will be presumed unless Defendant can affirmatively rebut the presumption.

18. In response, Elliott argued its written policies are fully compliant, and that it provided employees with the opportunity to receive all required meal breaks and thereby met its obligations under the Labor Code and applicable Wage Order. Further, Defendant 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 Defendant, individualized inquiries would dominate on this issue and render class certification of the meal break claim inappropriate.

19. For rest breaks, Plaintiff again argued that there were numerous “de facto” violations where class members didn’t receive a break, or didn’t receive a compliant break/had their breaks interrupted by supervisors. As with meal breaks, Defendant argued the applicable rest break policies complied with California law, and that it authorized and permitted employees to take all required breaks. Defendant further contended that, in light of the fact that it is 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. This arguably would once again make class certification and a trial unmanageable since the number of instances an employee missed a rest break, or had a break interrupted, would have to be tested on a case by case basis to determine compliance.

20. Plaintiff also alleged that he and the class members incurred substantial business expenses that went unreimbursed. First, he alleged employees had to use their personal cell phones for work purposes without any reimbursement. As such, employees are entitled to unreimbursed costs for the use of their cell phones. Plaintiff also claims employees used personal vehicles for work but did not receive full reimbursement as required under California law. Here, while Plaintiff acknowledges he received a set monthly amount for gas/automobile expense he also claims that amount was insufficient to fully reimburse for the number of miles driven for work purposes. Finally, Plaintiff alleges he and other employees had to purchase and maintain the tools necessary to complete home construction projects, such as drills, saws, screwdrivers, measuring tapes, nail guns, palm sanders, and other hand tools (totaling over $1,000 per employee) even though the class members didn't always receive at least two times the applicable minimum wage. Defendant on the other hand argued that its policies prohibited use of cell phones while working for safety reasons, particularly given the class members performed physical labor, used power tools, etc. Elliott argued that any use of personal mobile devices was unnecessary to perform the job and therefore was

purely for personal convenience. If so, then the expense was neither reasonable nor necessary, and no reimbursement was required. Labor Code § 2802. On the mileage issue, Defendant argued the mileage allowance it paid adequately and fully reimbursed for all reasonable and necessary business travel. Finally, Defendant argued that any tools not provided were simply basic hand tools ordinarily used in the trade, and therefore no reimbursement was owed as the employees were paid appropriately.

21. The claims under Labor Code section 226 are derivative violations, as are the claims under Labor Code sections 201, *et seq*., and which claims are subject to the same risks and uncertainties posed by the merits claims addressed above. These claims further are subject to the "good faith" and other defenses available to Defendant. Thus, while these claims largely are derivative of the unpaid wage claims, they also are subject to additional defenses.

22. As far as potential PAGA liability, the allegedly aggrieved employees theoretically are entitled to penalties totaling around $970,000 in civil penalties should Plaintiff prevail on all claims and establish violations of the multiple Labor Code sections for every single pay period at issue, and recover the maximum allowable penalties. As with the class claims, Plaintiff discounted the potential PAGA penalties based on Defendant's various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $10,000 to PAGA penalties, and Plaintiff submits this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

23. The settlement obviates the significant risk that this Court may find any kind of class or representative resolution unachievable or deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued litigation would be lengthy and expensive as the parties pursued merits discovery, a probable motion to decertify, as well as trial and possible appeals, and would further and substantially delay any recovery by the class with no assurance of recovering significantly more than the proposed settlement. While Plaintiff and I are confident in the merits of these claims, legitimate controversies

exist regarding each one of them. We also recognized proving the amount of wages and penalties due each Class Member would be an expensive, time-consuming, and uncertain proposition.

24. Plaintiff and I discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. We concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class, and the overall $225,000 recovery represents a significant percentage of Defendant's potential exposure. Given these risks, a total recovery for the class of $225,000, which will result in average award of some $1,857 per class member, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

SETTLEMENT ADMINISTRATION COSTS

25. The settlement provides for a payment to Simpluris for its services as the Settlement Administrator. As set forth in the Declaration of Alina Islas, Simpluris performed and will continue to perform its required duties through final distribution of the settlement funds and incurred $7,944 in fees and expenses. Plaintiff accordingly requests the Court approve payment of $7,944 to Simpluris from the GSA.

PLAINTIFF'S ENHANCEMENT AWARD

26. Pursuant to the terms of the settlement, Plaintiff seeks a modest incentive award of $10,000 for his service in bringing these claims on behalf of the Class. The request is reasonable given the risks he undertook on behalf of the Class Members, and by contacting and retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendant's litigation costs. Plaintiff also exposed himself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing himself at risk of discrimination by future prospective employers. As set forth in more detail in his declaration filed with the preliminary approval motion, among taking many other actions assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended

numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments. Accordingly, the requested enhancement payment to Plaintiff is appropriate and justified as part of the settlement.

<u>THE REQUESTED ATTORNEY'S FEES AND COSTS ARE REASONABLE AND SHOULD BE APPROVED</u>

27. Per the terms of the settlement, up to 33.3% of the initial gross amount is allocated to payment of reasonable attorney's fees, or $75,000. Here, the parties did not negotiate the inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to the Class was completed. The requested fee and cost award was a product of these arms-length negotiations and fairly reflects the marketplace value of the services rendered by Class Counsel in this case for the reasons addressed herein.

28. Over the two plus years this matter has been pending, 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 class complaint and related documents, and drafting the PAGA complaint and related documents; (4) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, etc.; (5) drafting initial written discovery; (6) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (7) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (8) drafting a mediation brief and accompanying damages model after review and analysis of Defendant's informal discovery production; (9) attending an all-day mediation; (10) negotiating and drafting the settlement agreement and related documents; (11) drafting motion for preliminary approval, and attending the hearing; (13) administration of the settlement, including communications with the Settlement Administrator and settlement class members; (12) final approval and attorney's fees, and attending the final approval hearing; and (13) extensive communications with the Plaintiff regarding case

status, case investigation and document review, mediation, and settlement terms. A true and correct summary of Crosner Legal's work performed and time expended is attached hereto as Exhibit 2. Additionally, Class Counsel will incur additional time following final approval to, inter alia, respond to class member inquiries, attend to distribution of settlement funds, and on the compliance hearing.

29. 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.

30. I have obtained class certification in the following matters: *Hernandez v. Aviation Port Services, LLC*, Kern County Superior Court Case No. BCV-18-100141. I have also assisted in obtaining millions of dollars for employees in the following court-approved class action and/or representative PAGA settlements: *Michael Campbell, et al. v. Symons Emergency Specialities, Inc*., San Bernardino County Superior Court Case No. CIVDS1903158; *Amber Collins v. Danbarb, Inc., et al*., Los Angeles County Superior Court Case No. 20STCV44190; *Michael Elridge v. LA Downtown Medical Center, LLC, et al*., Los Angeles County Superior Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra Aluminum Company, et al*., San Bernardino County Superior Court Case No. CIVDS2010856; *Elaine Moyal v. Cabinets To Go, LLC*, Los Angeles County Superior Court Case No. 20STCV32477; *Genevieve Rangel v. Bassett Direct NC, LLC*, Orange County Superior Court Case No. 30-2018-01040101-CU-OE-CXC; Jacob Buys v. *Sizewise Rentals, Inc., et al*., Sacramento County Superior Court Case No. 34-2018-00225848-CU-OE-GDS; *Alejandro Valencia v. VM Tree Service, Inc., et al*., Riverside County Superior Court Case No. RIC1819395; *Joshua Rael v. Intercontiental Hotels Group Resources, Inc*., Los Angeles County Superior Court Case No. 19STCV16010; *Angel Cervantez v. Valley Pallet, Inc*., Sacramento County Superior Court Case No. 34-2018-00234334-CU-OE-GDS; *Tonja Edwards-*

Bloodsaw v. Sandburst Convalescent Group, LTD, et al., Los Angeles Superior Court Case No. 19STCV15797; *Moriah Holtegaard, et al. v. Howroyd-Wright Employment Agency, Inc. dba AppleOne Corporation Services, et al*., Central District Court of California, Eastern Division, Case No. 5:20-cv-00509 JGB (KKx); *Jade Findley, et al. v. Avenue5 Residential, LLC, et al*., Los Angeles County Superior Court Case No. 20STCV34633; *Keivan Keyhanzad v. Ryan Cars, LLC dba Pomona Kia, et al*., Riverside County Superior Court Case No. RIC1905276; *Luis Bolanos v. FSC Corporation dba Il Pastaio Restaurant, et al*., Los Angeles County Superior Court Case No. BC722758; *Loretta Cannon v. Pasadena Hospital Association, LTD dba Huntington Hospital*, Los Angeles County Superior Court Case No. 19STCV14554; *Nathan Kapusta v. Cardinale Motors SLO, Inc., et al*., Kern County Superior Court Case No. BCV-20-101593; and *Jesse McCauley v. Mullahey Ford, Inc., et al*., San Luis Obispo County Superior Court Case No. 21CV0001.

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

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

33. Mr. Crosner currently is an executive board member of the Wage and Hour Committee and the Legislative Committee for the California Employment Lawyers Association; a member of the Grassroots Advocacy Team for the National Employment Lawyers Association; Wage and Hour Committee member and Class Action Committee member for the National Trial Lawyers; a member of the American Association for Justice; and member of the Pound Civil Justice Institute. He was selected for 2018-23 by Super Lawyers as a "Southern California Rising Star" for employment and labor law.

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

35. 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.); and 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.).

36. Based upon the qualifications and experience set forth above, I believe the following hourly rates are reasonable: Zach Crosner $900, Jamie Serb $850, Nikki Trenner $800, Branden Hamilton and Kiara Bramasco $650.

37. I request the Court apply the above hourly billing rates in this case, as it reasonable in the California legal market for attorneys handling wage and hour class and PAGA 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. These rates have range from $650 to $850 per hour for calendar years 2017-2023. 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 Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience respectively, both $825/hour (2018), Zachary Crosner of Crosner Legal PC, 14 years of experience $800/hour (2023), and James Kawahito of Kawahito Law Group in Los Angeles, with approximately 16 years of experience $750/hour (2020).

38. 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 well over $800. The adjusted Laffey Matrix may be found at http://www.laffeymatrix.com/see.html.

39. After the analysis above, Crosner Legal's lodestar is $113,845.00, based on 142.6 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, submitting the compliance report, etc. On a lodestar basis, the fees requested on a percentage basis are less than the base lodestar, and accordingly there is no request to apply a lodestar modifier.

40. As noted, Crosner Legal has represented Plaintiff for approximately two and a half 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 request the Court award his counsel the requested fees of $75,000 based on the common fund theory with a corresponding lodestar cross-check and no upward modifier.

41. 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 Plaintiffs and the Class.

42. Crosner Legal assumes a great deal of contingent risk in every wage and hour class action it undertakes. Our attorneys 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. In a matter against a large flood remediation company on behalf of its non-exempt employees, the Parties likewise mediated and settled the matter, secured preliminary and final approval, and the Defendant also went out of business before funding the settlement. In another 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 my firm received nothing despite the investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

43. Reimbursement for litigation costs and expenses is capped at $30,000 under the terms of Settlement Agreement. 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/Chamber's Copies	$3,861.10
Mediation Fees	$6,825.00
Expert Witness Fees	$3,525.00
Postage/Overnight/Fax	$35.98
PAGA Filing Fee	$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	**$14,322.08**

44. These costs and expenses are reasonable in amount and were necessary to the successful resolution of the case. I respectfully request the Court approve payment of $14,322.08 in litigation costs and expenses to Crosner Legal consistent with the cap provided for in the Settlement Agreement.

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

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 26th day of June 2026, at , California.

Nikki Trenner

Declarant

Exhibit 1

Exhibit 2

Connor Angel v. Elliott Homes Inc.
Sacramento County Superior Court, Case No. 24CV019402 & 24CV023595
Crosner Legal Time Report

Tasks	Nikki Trenner	Jamie Serb	Zach Crosner	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	0.0	0.0	1.3	4.6	5.1
Pleadings and Law and Motion	0.0	0.0	3.9	0.0	12.3
Discovery and Post-Filing Investigation	23.4	0.0	2.2	0.0	0.0
Court Appearances	0.0	0.0	0.0	0.0	0.0
Case Management; Litigation Strategy & Analysis	18.7	22.5	4.5	0.0	0.0
Mediation and Settlement	33.2	6.8	4.1	0.0	0.0
Total Hours	75.3	29.3	16.0	4.6	17.4
Hourly Rate	$800.00	$850.00	$900.00	$650.00	$650.00
Lodestar	**$60,240.00**	**$24,905.00**	**$14,400.00**	**$2,990.00**	**$11,310.00**

Crosner Legal Total Hours: 142.6
Crosner Legal Total Lodestar: $113,845.00