

1 Taras Kick (SBN 143379)
Taras@kicklawfirm.com
2 Lauren Davis (SBN 294115)
Lauren@kicklawfirm.com
3 Tyler Dosaj (SBN 306938)
Tyler@kicklawfirm.com
4 **THE KICK LAW FIRM, APC**
815 Moraga Drive
5 Los Angeles, CA 90049
Telephone: (310) 395-2988
6 Facsimile: (310) 395-2088

7 Nicholas Rosenthal (SBN 268297)
8 **THE LAW OFFICE OF NICK ROSENTHAL, APC**
811 W.7th Street
9 Los Angeles, CA 90017
213-542-0439
10 nr@rosenthallawoffice.com

11 Attorneys for Plaintiff Vicky Segura, individually, and
12 on behalf of others similarly situated and aggrieved
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**

16 VICKY SEGURA, as an individual and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 vs.
20

21 COMMUNITY COMMERCE BANK, a
22 California corporation; and DOES 1
through 50, inclusive,

23 Defendants.
24
25
26

Case No.: 24STCV21054

*[Assigned for all purposes to Hon. Elaine Lu,
Dept. 9]*

**DECLARATION OF NICK ROSENTHAL IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL**

Date: March 18, 2026
Time: 10:00 a.m.
Department: 9

Opposition Due: February 26, 2026
Reply Due: March 4, 2026

Action Filed: August 19, 2024
Trial Date: Not set

DECLARATION OF NICK ROSENTHAL

I, Nick Rosenthal, declare as follows:

1. I am an individual over the age of 18. I am counsel for the Plaintiff in this action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. The proposed settlement meets the criteria for this Court to grant final approval of this matter on a class-wide basis, as the settlement is fair, adequate, and reasonable.

3. The settlement was the product of negotiation between highly able and experienced attorneys on both sides who possessed the relevant data and extensive legal research which they had carefully analyzed. Class Counsel engaged in extensive factual investigation before settling, including reviewing class data and information pertaining to relevant policies and practices of Defendant and interviewing numerous classmembers.

4. Based on Class Counsel's independent investigations and evaluations, I am of the opinion that the proposed settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, in light of all known facts and circumstances, and the expenses and risks inherent in litigation. The settlement was negotiated at arm's length and was facilitated by an experienced and neutral mediator. Thus, this settlement should be granted final approval.

5. I am one of the primary attorneys on this matter. My qualifications are as follows: I received my *Juris Doctorate* degree from USC Gould Law School in 2009. Upon graduation, I was employed as an associate for approximately 4 years at Seyfarth Shaw LLP, a national employment defense law firm. While at Seyfarth my practice was exclusively labor & employment defense and I represented numerous corporations in large employment class actions. From 2014 to 2024 I was an attorney at Diversity Law Group, where I represented workers in class and PAGA actions. In 2024 I joined The Kick Law Firm, APC as head of its employment division. In 2025 I opened my own firm, The Law Office of Nick Rosenthal, APC.

6. I have been certified as class counsel in a number of cases, including *Diller v. Under Armour Retail, Inc.*, Santa Clara County Superior Court Case No. 114-CV-265729, *Dall v. Post Alarm Systems*, Los Angeles County Superior Court Case No. BC598528, *Lopez v. Imperial Body*

1 *Shop, Inc.*, Orange County Superior Court Case No. Case No. 30-2015-00816193-CU-OE-CXC,
2 *Hughes v. Lincare, Inc., et al.*, Monterey County Superior Court Case No. M124764, *Pittman v.*
3 *Martinez Steel Corporation*, San Bernardino County Superior Court Case No. CIVDS1823132, *Della*
4 *Maggiore v. Watsonville Community Hospital*, Santa Cruz County Superior Court Case No.
5 18CV00191, *Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No.
6 RG18908139, *Morones v. Bimbo Bakeries USA, Inc.*, Sacramento County Superior Court Case No.
7 34-2018-00245481-CU-OE-GDS, *Chavez v. Converse, Inc.*, United States District Court – Northern
8 District of California Case No. 15-cv-03746-NC, and *Rodriguez v. Nike Retail Services, Inc.*, United
9 States District Court – Northern District of California Case No. 5:14-CV-1508 BLF.

10 7. To date, I have incurred approximately 53.9 hours in connection with the litigation of
11 this lawsuit. Attached hereto as **Exhibit A** is a summary of the hours I have incurred to date.

12 8. The total lodestar for my hours will be approximately \$40,425.00 based on an hourly
13 rate of \$750.00 per hour, which is my new rate as of April 1, 2025. I have been approved at this rate
14 in *Heggins v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Los Angeles Superior Court
15 Case No. 24STCV12156. Previously, my hourly rate as of January 1, 2022 was \$700.00. I have been
16 approved at the \$700.00 rate in *Gutierrez v. Spa Havens, LP*, San Diego Superior Court Case No. 37-
17 2019-00057065-CU-OE-NC; *Cruzado v. Ontario T, Inc.*, San Bernardino Superior Court Case No.
18 CIVSB2027249; *Ray v. C&W Facility Services, Inc.*, San Bernardino Superior Court Case No.
19 CIVSB2101321; *Alvarez v. Forterra Building Products*, San Diego Superior Court Case No. 37-
20 2020-00018179-CU-OE-CTL; *Dunn v. Universal Plant Services of California, Inc.*, Solano County
21 Superior Court Case No. FCS056134, *Pulido v. Georgia-Pacific Corrugated III LLC*, Fresno
22 Superior Court Case No. 18CECG00265; *In re: FPI Management Wage and Hour Cases*, Los
23 Angeles Superior Court Case No. JCCP5050; *Rodriguez v. U.S. Bank, N.A.*, Los Angeles Superior
24 Court Case No. BC617356; *Goodarzi v. Belmont Village L.P.*, Los Angeles Superior Court Case No.
25 20STCV15572; *Vernon v. McClane/Suneast, Inc.*, San Bernardino Superior Court Case No.
26 CIVSB2123367; *Clark v. Now Optics, LLC*, San Diego Superior Court Case No. 37-2020-00044817-
27 CU-OE-CTL; *Diaz v. Acuity Brands Lighting, Inc.*, San Bernardino Superior Court Case No.
28 CIVDS2015583; *Idian v. VHSD ES, Inc.*, San Diego Superior Court Case No. 37-2019-00018927-

1 CU-OE-CTL; *Romano v. SSA Terminals, LLC*, Los Angeles Superior Court Case No.
2 20STCV29048; and *Alexander v. KBR Technical Services, Inc.*, San Bernardino Superior Court Case
3 No. CIVSB2133085. Prior to January 1, 2022, I was approved at a rate of \$650.00 by various courts,
4 including: *Pittman v. Martinez Steel Corporation*, San Bernardino County Superior Court Case No.
5 CIVDS1823132, *Della Maggiora v. Watsonville Community Hospital*, Santa Cruz County Superior
6 Court Case No. 18CV00191, *Randolph v. Pacific Racing Association*, Alameda County Superior
7 Court Case No. RG18908139, *Morones v. Bimbo Bakeries USA, Inc.*, Sacramento County Superior
8 Court Case No. 34-2018-00245481-CU-OE-GDS *Foaad Hanna v. Equinix, LLC*, Santa Clara County
9 Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior
10 Court Case No. BC720144; *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior Court Case
11 No. 19CV341582; *Siron v. Raypak, Inc.*, Ventura Superior Court Case No. 56-2019-005279959-CU-
12 OE-VTA; *Carter v. Kline Services, Inc.*, San Bernardino Superior Court Case No. CIVDS1828867;
13 *Pascual v. Satellite Healthcare, Inc.*, Santa Clara County Superior Court Case No. 19CV345211;
14 *Carrillo v. New Balance Athletics, Inc.*, Santa Clara County Superior Court Case No. 19CV352469;
15 *Vogel v. Veolia North America, LLC*, Monterey County Superior Court Case No. 19CV001443;
16 *Holman v. American Sugar Refining, Inc.*, Contra Costa County Superior Court Case No. MSC18-
17 00415; and *Chavez v. Converse, Inc.*, United States District Court, Northern District of California
18 Case No. 15-cv-03746-NC.

19 9. My firm has incurred costs in the amount of \$512.05. The costs are all litigation-
20 related costs. Attached hereto as **Exhibit B** is a copy of costs my firm has incurred in connection
21 with the prosecution of this lawsuit.

22 10. I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 Executed on this 5th day of February, 2026, at Los Angeles, CA.

25 
26 Nick Rosenthal

EXHIBIT A

Segura v. Community Commerce Bank
Nick Rosenthal Time and Task Chart

Hours	Description of Work
6.8	Intake meetings with client and review of client documents.
3.3	Research on possible Labor Code 226(a) violations
1.4	Draft and edit LWDA letter.
6.5	Draft and edit Complaint.
1.5	Draft and edit First Amended Complaint.
2.6	Communications with Defendant re: mediation.
1.9	Communications with client re: mediation
7.7	Draft mediation brief
8.4	Attend mediation
1.5	Communication with client re settlement
9.2	Draft long form settlement agreement
1.2	Review Motion for Preliminary Approval
1.9	Review Motion for Final Approval; Prepare declaration
53.9	TOTAL HOURS

EXHIBIT B



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Account Summary

7/1/25

The Law Office of Nick Rosenthal
811 West 7th Street
Los Angeles, CA 90017

Case: Segura, et al. v. Community Commerce Bank
Case Number: 24STCV21054

Outstanding Invoices

Invoice #425031 - Payment is Due on 7/31/25	\$49.00
Invoice #412648 - Payment is Due on 7/2/25	\$49.00
Invoice #400559 - Payment was Due on 6/1/25	\$49.00
Invoice #388584 - Payment was Due on 5/4/25	\$22.05

Total Amount Outstanding	\$169.05
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Outstanding Invoices Attached

Visit <https://pay.caseanywhere.com> to pay by credit card



Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Account Summary

9/2/25

The Law Office of Nick Rosenthal
811 West 7th Street
Los Angeles, CA 90017

Case: Segura, et al. v. Community Commerce Bank
Case Number: 24STCV21054

Outstanding Invoices

Invoice #450176 - Payment is Due on 10/2/25	\$49.00
Invoice #437592 - Payment is Due on 9/3/25	\$49.00

Total Amount Outstanding	\$98.00
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Outstanding Invoices Attached

Visit <https://pay.caseanywhere.com> to pay by credit card



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Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Account Summary

10/1/25

The Law Office of Nick Rosenthal
811 West 7th Street
Los Angeles, CA 90017

Case: Segura, et al. v. Community Commerce Bank
Case Number: 24STCV21054

Outstanding Invoices

Invoice #462944 - Payment is Due on 10/31/25	\$49.00
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Total Amount Outstanding	\$49.00
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Outstanding Invoices Attached

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Case Anywhere LLC | 21860 Burbank Blvd., Suite 125, Woodland Hills, California 91367 | toll free 800.884.3163 phone 818.650.1040 fax 818.650.1075

Account Summary

11/3/25

The Law Office of Nick Rosenthal
811 West 7th Street
Los Angeles, CA 90017

Case: Segura, et al. v. Community Commerce Bank
Case Number: 24STCV21054

Outstanding Invoices

Invoice #475905 - Payment is Due on 12/3/25	\$49.00
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Total Amount Outstanding	\$49.00
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Outstanding Invoices Attached

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Account Summary

1/2/26

The Law Office of Nick Rosenthal
811 West 7th Street
Los Angeles, CA 90017

Case: Segura, et al. v. Community Commerce Bank
Case Number: 24STCV21054

Outstanding Invoices

Invoice #501736 - Payment is Due on 2/1/26	\$49.00
Invoice #488761 - Payment was Due on 12/31/25	\$49.00

Total Amount Outstanding	\$98.00
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Outstanding Invoices Attached

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Account Summary

2/2/26

The Law Office of Nick Rosenthal
811 West 7th Street
Los Angeles, CA 90017

Case: Segura, et al. v. Community Commerce Bank
Case Number: 24STCV21054

Outstanding Invoices

Invoice #515008 - Payment is Due on 3/4/26

\$49.00

Total Amount Outstanding

\$49.00

Outstanding Invoices Attached

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