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Attorneys for Plaintiff RONALD BROWNING

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

RONALD BROWNING, as an individual and on behalf of all others similarly situated,

Plaintiff,

v.

TEC Equipment, Inc., an Oregon Corporation; TEC OF CALIFORNIA, INC., a California Corporation; and DOES 1-100, inclusive,

Defendants.

Case No. CIVSB2202461

Assigned for All Purposes to:
Hon. Joseph B. Widman
Dept. S36

DECLARATION OF BRANDON BROUILLETTE IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS

Date: August 13, 2026
Time: 9:00 a.m.
Dept.: S36

DECLARATION OF BRANDON BROUILLETTE

I, BRANDON BROUILLETTE, Declare:

1. I am an attorney duly licensed to practice in California and before this Court, and I am a partner with Cronser Legal, PC, counsel of record for plaintiff. If called to testify as to the within facts, I would and could competently do so.

BACKGROUND/LITIGATION HISTORY

2. Defendants own and operate a full-service heavy-duty truck dealership business. As part of its business, TEC leases, rents, and sells trucks and trailers, and also provides parts and service/repairs. TEC operates in Oregon, Washington, Nevada, Arizona, Nebraska, Iowa, South Dakota, and has 11 California locations. Plaintiff worked for TEC in a "Parts Counter Sales" position at TEC's Fontana, California location. He worked for TEC for about 7 years from 2014 to July 2021.

3. Plaintiff alleged TEC violated California wage and hour law in several respects. First, he alleged Defendants failed to pay for sick pay at the correct regular rate of pay. Next, Plaintiff alleged TEC failed to provide compliant rest periods as rest periods frequently were not fully compliant due to various "de facto" violations and that rest breaks regularly were missed, untimely, or cut short. He also claimed Defendants did not reimburse business expenses incurred by Class Members for the use of their personal cellular phones or personal vehicles. Lastly, he alleged Defendants failed to provide accurate, itemized wage statements and failed to pay all wages owed upon the separation of employment. Based on these general allegations, Plaintiff filed a class action complaint against TEC on January 31, 2022. After notice to the LWDA and Defendants, and exhausting administrative remedies, Plaintiff amended his complaint on May 17, 2022 to add a cause of action under PAGA.

4. TEC has at all times denied Plaintiff's allegations and maintained its meal and rest break and payroll policies and procedures comply with California law, and that it provided the class members with the opportunity to take all required rest breaks or paid the required premiums when necessary. Additionally, TEC contended its timekeeping and payroll policies accurately track and pay for all hours worked by its employees, including sick hours, and at the correct rates of pay. TEC

similarly argued that there was no need for employees to use their cell phones or personal vehicles for work purposes and accordingly no reimbursement is warranted. It also strongly contended 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.

5. Once the case was at issue, the Parties initiated discovery, and after various meet and confer discussions regarding discovery, potential law and motion, and case management, ultimately agreed to attempt mediation. The Parties further agreed to extensive 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 paystubs and time records for around 20% of the putative class members. Defendants also provided documents reflecting its 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 had that information reviewed and analyzed by Berger Consulting Group to assist with evaluating things such as time allegedly lost to due rounding, meal period violation rates, etc., and to prepare a damages model.

6. The Parties then engaged the Hon. Steven Denton (Ret.) and mediated with Judge Denton in August 2023, which mediation proved unsuccessful. The Parties continued litigating and the Court set a deadline for Plaintiff to file his class certification motion. The Parties eventually agreed to continue settlement discussions and participated in a second mediation in April 2025 with Daniel Turner, Esq., another highly respected neutral with extensive wage and hour and class action experience. 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. After a full day of negotiations, the Parties were able to reach an agreement and thereafter jointly prepared the Settlement Agreement now before the Court for

approval.

THE PROPOSED SETTLEMENT TERMS

7. Under the settlement and after application of the Escalator provision, TEC will pay the escalated Gross Settlement Amount of $198,429.20 into a common fund. Reasonable attorney's fees of up to $58,333.33 (1/3 of the initial GSA), litigation costs of up to $30,000 (only $19,835.88 is requested), a modest enhancement award to Plaintiff of up to $10,000, settlement administration costs of $4,500, 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 PAGA Members) all will be paid from the Gross Settlement Amount. The remainder of $87,950 will be allocated among the Participating Class Members based on their total weeks worked during the Class Period. No portion of the Gross Settlement Amount will revert to TEC.

8. 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. Twenty percent of each settlement share will be allocated to wages and the remaining eighty percent will be allocated to expenses reimbursement, penalties and interest. TEC 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.

9. Each Participating Class Member will receive a share of the Net Settlement Amount based on his or her total weeks worked for TEC 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 alleged unpaid sick wages 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.

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

complaint during the Class Period. Plaintiff and the LWDA will release those PAGA claims alleged in the PAGA notice to the extent alleged in the operative complaint. 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 operative complaint, and PAGA notice for the PAGA claims. Only Plaintiff is entering into a full general release of all claims and waiver of Civil Code § 1542.

11. As noted, the Parties allocated $10,000 from the GSA to resolution of Plaintiff's alleged claims for PAGA civil penalties, and Plaintiff submits that amount is fair, reasonable and adequate, and furthers PAGA's underlying purposes. As required by Labor Code section 2699(*l*)(2), my office gave notice of the settlement and the settlement and 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 Proposed Settlement Meets the Dunk Factors and is within the Range of Reasonableness

12. Prior to mediation, the parties engaged in informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding TEC's payroll practices, a sampling of pay stubs and time records for about 20% of the putative class, meal and rest break policies, employee handbooks, etc., and information from Defendants regarding class size and breakdown, work weeks, rates of pay, and other information used to formulate a damages model. I'm confident we obtained sufficient information to enable them to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is in the best interests of the class.

13. Using that data, Plaintiff ran various calculations under different theories of liability and estimated TEC's maximum exposure on the class claims at approximately $1,252,900, including approximately $46,650 on the underpaid sick time/regular rate claims, $662,320 on the rest break claims, $47,460 on the expense reimbursement claims, $192,000 on the wage statement claims, and $304,475 on the waiting time penalty claims. '

14. First, on the unpaid wage claims, Plaintiff alleged TEC failed to pay for sick time pay at the employees' "regular rate of pay" as required under California law under Labor Code § 246(l)(1). Here, Class Members received various forms of extra compensation such as

performance-based bonuses and, during pay periods where additional compensation was paid and sick pay was used, and Plaintiff alleged Defendants failed to factor in the non-discretionary remuneration into the regular rate of pay. Accordingly, per Plaintiff, this resulted in Class Members being underpaid for their sick pay.

15. Plaintiff next alleged TEC failed to provide required rest breaks on a fully compliant basis. Here, Plaintiff argued that Defendants' "de facto" violations where rest breaks were missed completely or otherwise non-compliant. Defendants denied Plaintiff's contentions, claiming it made rest breaks available to Class Members in compliance with California law. Defendants contended their meal and rest break policies are lawful, that Class Members were frequently reminded they were required to take all meal and rest breaks and that were able to do so, Defendants argued the applicable rest break policies complied with California law, and that it authorized and permitted employees to take all required breaks. Further, per Defendants, 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 a trial unmanageable since each alleged missed rest break would have to be tested on a case by case basis to determine compliance. Furthermore, while Plaintiff's complaint alleged meal break violations, our discovery and investigation suggested minimal violations, and further that Defendants paid thousands in premium pay for any violations that may have occurred. Accordingly we allocated only nominal value to this claim for settlement purposes.

16. On the expense reimbursement claim, Plaintiff alleged that employees were required to use their personal cell phones in order to communicate with supervisors and other employees during work hours. However, Defendants did not reimburse Plaintiff and the class members for this expense. Plaintiff also contended class members occasionally had to drive their personal vehicles on company business, such as picking up truck parts for service/repair orders, without reimbursement. On the other hand, Defendants argued there would be no conceivable need for employees to use either their phones or vehicles for work purposes, and that any use of employee phones, or personal vehicles, was purely for personal convenience and therefore not reimbursable

as a “reasonable and necessary” expense.

17. Plaintiff also alleged derivatively that, as a result of the above alleged violations, Defendants failed to provide accurate wage statements and failed to timely pay all wages that were due and owing upon separation of employment. Thus, should the primary claims fail, Plaintiff’s derivative claims would also fail. Defendants also contended they would not be liable for waiting time penalties because a “good faith dispute” exists over the payment of past wages. Further, Defendants contended Plaintiff would have to prove that Defendants “willfully” failed to pay Class Members appropriate wages due upon separation of employment. Defendants argued that any failure to pay wages upon separation was not willful.

18. As far as potential PAGA liability, the PAGA Members theoretically are entitled to penalties totaling upwards of $1.3 million should Plaintiff prevail on all claims and establish violations of the multiple Labor Code violations alleged for every single pay period at issue. As with the class claims, Plaintiff discounted the potential PAGA penalties since the Court possesses wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $10,000 to PAGA penalties, which amount Plaintiff submits 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.

19. The settlement obviates the significant risk that this Court may find any kind of class resolution unachievable or might 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 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 his claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes proving the amount of wages and penalties due each Class Member would be an expensive and uncertain proposition.

20. 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. Plaintiff and counsel 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. The overall $198,429.20 recovery represents a significant percentage of Defendants' potential exposure and, given the risks addressed above, a total recovery for the class of $198,429.20, which will result in average award of some $1,490 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

21. The settlement provides for a payment to Phoenix Settlement Administrators for its services as the Settlement Administrator. As set forth in the Declaration of Lluvia Islas, Phoenix performed and will continue to perform its required duties through final distribution of the settlement funds and incurred $4,500 in fees and expenses. Plaintiff accordingly requests the Court approve payment of $4,500 to Phoenix from the GSA.

PLAINTIFF'S ENHANCEMENT AWARD

22. 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 Defendants' 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 at preliminary approval, among taking many other actions assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments. Accordingly, the requested enhancement payment to Plaintiff is appropriate and justified as part of the settlement.

THE REQUESTED ATTORNEY'S FEES AND COSTS ARE REASONABLE AND SHOULD BE APPROVED

23. Per the terms of the settlement, up to 1/3 of the initial gross settlement amount is allocated to payment of reasonable attorney's fees, or $58,333.33. 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.

24. Over the four 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 Defendants; (2) drafting a PAGA notice letter; (3) drafting the initial class complaint and related documents, and drafting the PAGA complaint (4) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, etc.; (6) drafting and filing a first amended complaint; (7) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (8) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (9) drafting a two mediation briefs and accompanying damages models after review and analysis of Defendants' formal and informal discovery production; (10) attending two all-day mediations; (11) negotiating and drafting the settlement agreement and related documents; (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. Attached hereto as Exhibit 2 is a true and correct summary of Crosner Legal's work performed and time expended on this matter. 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.

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

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

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

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

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

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

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

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

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

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

f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C 15-02051 ($11 million global PAGA settlement on behalf of over 36,000 employees for Labor Code violations.)

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

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

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

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

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

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

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

n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No.

BC501521 ($10.5M class and PAGA settlement on behalf of a statewide group of independent contractor last-mile delivery drivers alleged to be misclassified)

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

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

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

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

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

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

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

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

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

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

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

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

34. Mr. Crosner has been selected by Super Lawyers as a “Southern California Rising Star” for employment and labor law consecutively from 2018 through 2023. Super Lawyers has

also named me on their "Up-and-Coming 100" Southern California Rising Stars List for consecutive years from 2021 through 2023. Only 2.5% of lawyers within California are named a Super Lawyer Rising Star and even less are added to their Top Lists. Additionally, he has been selected as a Top 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers, invitation-only organization composed of the premier trial lawyers, from 2019 through 2023. He is an active participant in advocacy groups, including as an executive board member of the Wage and Hour Committee and the Legislative Committee for the California Employment Lawyers Association; a member of the Grassroots Advocacy Team for the National Employment Lawyers Association; Wage and Hour Committee member and Class Action Committee member for the National Trial Lawyers; a member of the American Association for Justice; and a member of the Pound Civil Justice Institute.

35. Chad Saunders is a former partner with Crosner Legal. Mr. Saunders has more than 15 years' experience handling plaintiff-side employment class actions and individual cases, including wage and hour disputes and discrimination claims. His practice focuses on class and collective actions as well advocating on behalf of employees who have not been provided with reasonable accommodations for their mental and physical disabilities. He received his J.D. from New College of California School of Law in 2008, and a B.A. in Philosophy from the University of Maryland Baltimore County in 2001.

36. Branden Hamilton obtained her undergraduate degree from UCLA in 2004, and her law degree from George Washington University in 2007. She has been affiliated with Crosner Legal since 2017 and became associated 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.

37. Kiara Bramasco received her undergraduate degree, magna cum laude, from Loyola Marymount University in Political Science, and then received her JD from Loyola Law School in 2018. She then spent several years with well-known plaintiff's firm Moss Bollinger, first as a law clerk and then as an associate, where her practice focused on employment law, particularly wage

and hour class action and PAGA litigation. She joined Crosner Legal in 2021 and is a partner and head of the Firm's Pre-Litigation Department.

38. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class action settlements while serving as lead class counsel in recent years, including but not limited to a $1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a $4.1 million wage and hour class action settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento Cty. Super Ct.)); a $1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a $1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a $1.3 million wage and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a $1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.), a $1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a $7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a $2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.,* Case No. LS029737 (Los Angeles Cty. Super. Ct.));.a $2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a $1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a $1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a $2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a $2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super. Ct.); $1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*

Therapy, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a $1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a $1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a $1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super. Court); a $1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a $1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a $2.65 million wage and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super Ct.); a $1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct); a $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.).

39. Based upon the qualifications and experience set forth above, I believe the following hourly rates are reasonable: Zach Crosner $900, Brandon Brouillette $850, Chad Saunders $750, and Branden Hamilton and Kiara Bramasco $650.

40. 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).

41. The requested rates also comport with the adjusted Laffey Matrix, which provides that reasonable hourly rates for attorneys with 10+ years of experience, such as Mr. Crosner and myself, are well over $800. The adjusted Laffey Matrix may be found at http://www.laffeymatrix.com/see.html.

42. After the analysis above, Crosner Legal's lodestar is $133,205, based on 169.7 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, 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.

43. As noted, Crosner Legal has represented Plaintiff for approximately over two 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 $58,333.33 based on the common fund theory with a corresponding lodestar cross-check and no upward modifier.

44. This case posed considerable contingent risk, for the reasons addressed above; if there had been recovery then my firm would not have received any fees for the time invested

litigating the case. Throughout the pendency of this case, my firm has received no compensation or reimbursement for its efforts representing Plaintiff and the Class.

45. Crosner Legal assumes a great deal of contingent risk in every wage and hour class action it undertakes. 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.

46. 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 my firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service/Chamber's Copies	$4,383.11
Mediation Fees	$11,775.00
Expert Witness Fees	$3,255.00
Court Call	$94.00

Postage/Overnight/Fax	$253.77
PAGA Filing Fee	$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	**$19,835.88**

47. 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 $19,835.88 in litigation costs and expenses to Crosner Legal consistent with the cap provided for in the Settlement Agreement.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 22nd day of July 2026, at Los Angeles, California.

Declarant

Exhibit 1

Exhibit 2

Ronald Browning v. TEC Equipment
(San Bernardino County Superior Court Case No. CIVSB2202461)

Crosner Legal Time Report

Tasks	Zachary Crosner	Brandon Brouillette	Chad Saunders	Branden Hamilton	Kiara Bramasco
Pre-filing Case Investigation	1.7	0.0	0.0	6.2	0.9
Pleadings and Law and Motion	3.1	2.5	3.2	10.4	0.0
Discovery and Post-Filing Investigation	0.0	7.3	15.7	0.0	0.0
Court Appearances	0.0	0.0	5.5	0.0	0.0
Case Management; Litigation Strategy & Analysis	4.4	16.5	22.6	0.0	0.0
Mediation and Settlement	3.6	34.0	32.1	0.0	0.0
Total Hours	12.8	60.3	79.1	16.6	0.9
Hourly Rate	$900.00	$850.00	$750.00	$650.00	$650.00
Lodestar	**$11,250.00**	**$51,255.00**	**$59,325.00**	**$10,790.00**	**$585.00**

Total Hours: **169.7**
Total Lodestar: **$133,205.00**