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SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ELMER ESTRADA GONZALEZ, individually, and on behalf of all others similarly situated, Plaintiff, v. HITEX DYEING & FINISHING, INC., a California Corporation, and DOES 1 through 20, inclusive, Defendants.	Case No.: 21STCV39332 [consolidated with Case No. 22STCV00158] Assigned for All Purposes to: Hon. David Cunningham III Dept. SSC-11 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 19, 2025 Time: 10:00 a.m. Dept.: SSC-11

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Attorneys for Plaintiff, ELMER ESTRADA GONZALEZ
and on behalf of all others similarly situated,

DECLARATION OF BRANDON BROUILLETTE

I, BRANDON BROUILLETTE, Declare:

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

BACKGROUND/LITIGATION HISTORY

2. Defendant Hitex provides fabric dyeing and finishing services to the clothing and fashion industries. Plaintiff Gonzalez worked for Defendant as a non-exempt machine operator from approximately 2014 until March of 2020. Plaintiff Romero also worked for Defendant as a non-exempt, hourly employee from on or about April 2015 to on or about September 2021.

3. On October 22, 2021, Plaintiff Gonzalez commenced this action and filed a class action complaint alleging causes of action against Hitex for the alleged failure to pay minimum wages, failure to furnish wage and hour statements, failure to provide meal period and rest break compensation, failure to pay wages in a timely manner, failure to pay overtime compensation, waiting time penalties, and unfair competition. On January 3, 2022, Plaintiff Romero commenced a separate class action by filing a complaint alleging causes of action against Hitex for unpaid minimum wages, unpaid overtime wages, failure to provide meal periods, failure to provide rest periods, failure to furnish accurate itemized wage statements, failure to timely pay all wages due upon separation of employment, failure to reimburse business expenses, and unfair competition. On April 20, 2022, after exhausting administrative remedies, Plaintiff Romero filed a First Amended Complaint adding a cause of action under PAGA based on the same alleged Labor Code violations. The Court subsequently consolidated the two matters. [

4. Once the matter was at issue, the Parties engaged extensive written discovery and litigation, Plaintiffs deposed Defendant's PMQ, and Hitex deposed the Plaintiffs. The Parties then fully briefed a motion for class certification, which was set for hearing in July 2024.

5. Prior to the class certification hearing, however, the Parties agreed to attempt

mediation and engage in a further informal exchange of documents and information to facilitate settlement discussions. Thus, Plaintiffs and counsel reviewed Plaintiffs' personnel, time, and payroll records, as well as time and payroll records for a randomly selected sampling of __% Class Members, wage statement exemplars, Defendant's employee handbooks, including Defendant's policies and procedures regarding the payment of wages, the provision of meal and rest breaks, timekeeping policies (including recording hours), issuance of wage statements, and termination wages, expense reimbursement policies, as well as information regarding the number of putative Class Members who are current and former employees, the number of Aggrieved Employees, the number of workweeks throughout the Class Period, and the number of pay periods throughout the PAGA Period.

6. In April 2024, the Parties participated in a mediation with the Hon. Peter Lichtman (Ret.), a respected wage and hour class action mediator. The mediation lasted a full day and with the mediator's assistance the Parties reached agreement on all major issues.

TERMS OF THE PROPOSED SETTLEMENT

7. Under the settlement Defendant will pay $450,000 into a common fund, the Gross Settlement Amount (GSA"). Attorney's fees of up to $150,000 (33.33% of the GSA), litigation costs of up to $30,000 (only $10,916.36 is requested), representative service awards of $10,000 to each Plaintiff ($20,000 total), settlement administration costs of $7,500, and $24,000.00 for PAGA civil penalties (of which $18,000 will go to the California Labor & Workforce Development Agency ("LWDA") for the State's share of civil penalties and $6,000 will go to eligible Aggrieved Employees), all will be paid from the GSA. The remainder of around $247,583 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 Hitex.

8. As noted, the settlement obligates Defendant to pay $450,000 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs. At least $247,583 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. Twenty percent of each settlement share will be allocated to wages and the remaining eighty percent will be allocated to non-wage damages, penalties, and interest, which allocation is consistent with Defendant's potential liability as discussed below. Defendant will pay any and all applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the Court's approval, any amounts not claimed (because a class member does not cash their settlement check) will be forwarded to the California 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 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, unreimbursed expenses, 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 Defendant and the amount unpaid wages, etc.

10. Upon final approval and payment of the GSA, Participating Class Members shall forever release the Released Parties for the Released Claims for the Class Period, including all claims pleaded in the Operative Complaint, and which could reasonably have been alleged, based on the Class Period facts, allegations, and/or claims stated in the Operative Complaint, for work performed during the Class Period, and as specifically detailed in Sections 5.2 of the Agreement. (Agreement, § 5.2). Additionally, the Aggrieved Employees will the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and PAGA Notice, and as more specifically detailed in Section 5.3 of the Agreement.

11. As noted, the Parties allocated $24,000 from the GSA to resolution of Plaintiffs' claims under PAGA, and respectfully request that the Court approve that amount as fair, reasonable and adequate, and consistent with PAGA's underlying purposes. My office notified

the LWDA of the settlement and the final approval hearing via its online portal. A true and correct copy of the LWDA's acknowledgment of receipt is attached hereto as Exhibit 1.

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

12. Prior to settlement, the parties engaged in formal and informal discovery to facilitate settlement discussions. Thus, Plaintiffs reviewed documents and information regarding Hitex's payroll practices, a random sampling of pay stubs and time records from class members, applicable compensation plans, meal and rest break policies, etc., and information from Hitex regarding class size and breakdown, work weeks/pay periods, rates of pay, and other information used to formulate a damages model. Plaintiffs then had that information analyzed by a consulting expert to assist in determining potential violation rates and other data used to formulate a damages model. Plaintiffs' counsel are confident they obtained sufficient information to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is fair and reasonable.

13. First, Plaintiffs contend Defendant failed to pay all wages due by only compensating Plaintiffs and Class Members for 8 or 12 hours each workday (depending on the shift for which they were scheduled) even though Class Members regularly worked shifts greater than those hours. In addition, Plaintiffs and Class Members allege they were routinely forced to work off the clock without any compensation due to Defendant's requirement that Plaintiffs and Class Members perform work either prior to clocking in or to perform work after clocking out for the day. For example, Plaintiffs allege that they could not leave their machine until their shifts completely ended but then had to close down their machine, walk to the front, and clock out, all of which took on average 5-10 minutes that was neither accounted nor paid for. Plaintiffs further argued that Defendant likewise "auto deducted" 30 minutes for meal breaks that lasted less than 30 net minutes, resulting in additional lost time in violation of the law. In response, Defendant contended it accurately tracked employee time and paid class members all wages due as required under applicable law. Defendant further argued its policies strictly prohibited any "off the clock" work, and that any such work was unauthorized and aberrational, and done without employer

knowledge. Without taking into consideration any of Defendant's defenses to certification or on the merits, Plaintiffs' calculated Defendant's maximum exposure for this claim to be roughly **$922,340.00** (minimum wage for the hours worked that went unpaid) in liquidated damages for the relevant Class Period using a conservative estimate of 2 unpaid off-the-clock hours worked.

14. Plaintiffs next contend Defendant failed to provide legally compliant meal and rest breaks. Specifically, as to meal breaks, Plaintiffs allege they were required to work through their meal periods because Defendant's work demands prevented them from taking off-duty meal periods. Plaintiffs allege supervisors often called employees back to work prior to the 30-minutes being complete but would "auto-deduct" 30 minutes of time for a meal period regardless of how long it lasted. Plaintiffs argued Defendant's time records show many meal periods were untimely and started after the fifth hour work. Plaintiffs also contend Defendant failed to provide duty-free rest periods to Class Members for the same reasons.

15. Defendant denies Plaintiffs' contentions, claiming they made meal and rest breaks available to Class Members in compliance with California law. Hitex contends its meal and rest break policies are lawful and that Class Members were frequently reminded they were required to take all meal and rest breaks. Defendant also contended that time records demonstrate that Class Members took duty-free, timely meal and rest breaks. Defendant further contends the meal and rest break policies and practices comported with the flexibility the *Brinker* court held was integral to California's meal and rest period requirements. Finally, Defendant argued that Plaintiffs' meal and rest break claims are not susceptible to common proof, as the claims would require individualized inquiries, including whether there was an unlawful companywide policy, whether employees had the opportunity to take meal and rest periods, whether they voluntarily chose to forego their meal and rest periods, and whether Defendant ever prevented them from taking meal and rest periods. Accordingly, Hitex contends these claims are vulnerable to a ruling that class treatment is not appropriate. Without taking into consideration any of Defendant's defenses to certification or on the merits, Plaintiffs estimate Hitex faces exposure for about **$2,241,200.00** in meal period and rest break premiums for the relevant Class Period.

16. As a result of the above alleged violations, Plaintiffs allege Defendant failed to

provide accurate wage statements and failed to timely pay all wages that were due and owing upon separation of employment. In response to these derivative claims, Defendant emphasized that, should the primary claims fail, Plaintiffs' claim for wage statement violations and waiting time penalties would also fail. Defendant further argued they would not be liable for waiting time penalties because a "good faith dispute" exists over the payment of past wages. Further, Defendant contend Plaintiffs would have to prove Defendant "willfully" failed to pay Class Members appropriate wages due upon separation of employment. Without taking into consideration any of Defendant's defenses to certification or on the merits, Plaintiffs calculated Defendant's maximum exposure for wage statement violation at about **$544,700.00**, and the exposure for waiting time penalties at about **$415,000** for approximately 133 terminated class members.

17. As far as potential PAGA liability, the theoretical civil penalties likely are around $1.08 million should Plaintiffs prevail on all claims and establish violations of the multiple Labor Code sections at issue. As with the class claims, Plaintiffs 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 $24,000 to PAGA penalties. Plaintiffs submit 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.

18. If the case had not settled, the risk and expense associated with litigation would have been extremely time consuming and expensive. Merits discovery and trial preparation would have been extensive. For example, our attorneys have been involved in comparably sized class/representative cases where, after class certification, the parties undertook merits discovery and still took over 40 depositions and interviewed dozens of additional witnesses before settlement. It is also common now in wage and hour class/representative actions for both sides to retain experts to assess various issues in a case. For instance, it is possible this matter would have required one or more experts, or perhaps a special master, to review and analyze the defendant's

time and payroll records in order to calculate the to calculate the exact amount of pay lost to Defendant's time keeping policies, or to undertake an analysis of these issues via a survey and statistical analysis. Indeed, my office found this necessary just for purposes of preparing for mediation. The cost of such experts easily can run into the tens of thousands of dollars.

19. 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 Plaintiffs' claims. Furthermore, even if Plaintiffs obtained certification of all or some of the claims, continued litigation would be lengthy and expensive as the parties pursued merits discovery, a probable motion to decertify, as well as trial and possible appeals, and would substantially delay any recovery by the class with no assurance of recovering significantly more than the proposed settlement. We also recognize proving the amount of wages and penalties due each Class Member would be an expensive, time-consuming, and uncertain proposition. Finally, should the litigation continue and Plaintiffs not prevail at trial, the class members will receive nothing. As with any case, a settlement discount was warranted to account for the fact that continued litigation would have resulted in increased costs and attorney's fees, and would have resulted in significant delay while the parties fought over class certification, merits discovery, trial, and potential appeals, all of which would not necessarily confer significant additional benefit to the class members. While I remain confident in and committed to the merits of Plaintiffs' case, we also are realistic about the risks posed by each stage of the case going forward.

20. Thus, Plaintiffs, co-counsel, 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. Defendant also provided substantial documentation showing it is in a somewhat precarious financial position and has limited resources to fund a settlement without jeopardizing its ability to continue operations and meet payroll for currently employees, which factor likewise heavily influenced Plaintiffs' evaluation of the case. 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. The overall $450,000 recovery represents a significant percentage of

Defendant's potential exposure. Given Defendant's multi-layered defenses and all other potential risks of continued litigation, a total recovery for the class of $450,000, which will result in average award of around $1,111 per class member, plus additional sums under PAGA, 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.

PLAINTIFFS' ENHANCEMENT AWARD

21. Pursuant to the terms of the settlement, Plaintiffs seek modest incentive awards of $10,000 each for their service in bringing these claims on behalf of the Class. The requests are reasonable given the risks they undertook on behalf of the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiffs helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Hitex's litigation costs. Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, assuming a risk of discrimination by future prospective employers. As set forth in more detail in their respective declaration submitted at preliminary approval, among taking many other actions assisting in the successful litigation of this case, Plaintiffs provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, responded to discovery, sat for full-day depositions, and kept abreast of all significant developments. Accordingly, the requested enhancement payments to Plaintiffs are appropriate and justified as part of the settlement.

SETTLEMENT ADMINISTRATION COSTS

22. The settlement provides for a payment to Phoenix for its services as the Settlement Administrator. As set forth in the Declaration of Lluvia Islas, Phoenix has performed and will continue to perform its required duties through final distribution of the settlement funds, and incurred $7,500.00 in fees and expenses. Accordingly, Plaintiffs respectfully request the Court approve payment of $7,500 to Phoenix from the GSA.

ATTORNEY'S FEES AND COSTS

22. Per the terms of the settlement, up to 33.33% of the gross amount is allocated to

payment of reasonable attorney's fees, or $150,000. 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.

23. During the approximately four years this matter has been pending, our efforts and those of co-counsel have included: (1) extensive pre-lawsuit investigation of the claims of Plaintiffs 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 Hitex employees; (2) drafting a PAGA notice letter; (3) drafting the initial complaint and related documents; (4) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, etc.; (5) drafting a first amended complaint; (6) propounding/responding to written discovery, (7) participating in the depositions of Plaintiffs and Defendant's PMK; (8) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (9) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (10) drafting and filing Plaintiffs' class certification motion; (11) drafting a mediation brief and accompanying damages model after review and analysis of Hitex's informal discovery production; (12) attending an all-day mediation; (13) negotiating and drafting the settlement agreement and related documents; (14) drafting an amended complaint to effectuate the settlement; (15) drafting the motion for preliminary approval, and attending the hearing; (16) administration of the settlement, including communications with the Settlement Administrator and settlement class members; (17) drafting the motion for final approval and motion for attorney's fees, and attending the final approval hearing; and (18) extensive communications with the Plaintiffs regarding case status, case investigation and document review, mediation, and settlement terms. A true and correct summary of the work performed and time expended is attached hereto as Exhibit 2. Additionally, we will incur additional time following final approval to, inter alia, respond to class member inquiries,

work with the Settlement Administrator on the distribution of settlement funds, and on the compliance hearing.

24. 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.

25. 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.

26. 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.

27. 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)

28. 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).

29. 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)

30. 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.

31. Samantha A. Smith is a former Partner of Crosner Legal P.C. where her practice focused on managing wage and hour class action and PAGA settlements. Ms. Smith was admitted to the California Bar in December of 2004, and received a J.D. from University of California, Hastings College of the Law and a B.A. from University of California, Davis. Ms. Smith has dedicated her 20-year career to plaintiffs'-side class action litigation. Her wealth of experience includes successful work on all stages of class action litigation, including class action appeals, class certification motions, and class settlements. See, e.g., *Blue Diamond Growers Product Labeling Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false advertising of Blue Diamond food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050 (Santa Clara Superior Court) (employee data breach*); Overton v. Armour-Eckrich Meats, LLC*, Case No. CIVDS1501325 (San Bernardino County Superior Court) (unpaid wages, meal period and rest break claims, and PAGA violations for nonexempt employees); *DeLeon et al. v. Westlake Services, LLC*, Case No. BC 526750 (Los Angeles County Superior Court) (unpaid overtime, meal period and rest break claims for call center employees); *Sawyer v. Retail Data, LLC*, Case No. 30-2014-00753767-CU-OE-CXC (Orange County Superior Court) (unpaid wage and rest break claims for piece rate workers*); Nguyen v. Pharmerica Corporation et al.*, Case No. 30-2014-00716072-CU-OE-CXC (Orange County Superior Court) (unpaid wages and unreimbursed expenses for pharmacists); *Laumea v. Performance Food Group, Inc.*, Case No. CIVDS1407509

(San Bernardino Superior Court) (unpaid wages, meal and rest break claims for non-exempt employees); *Durroh v. East West Bank*, Case No. BC528860 (Los Angeles Superior Court) (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *Gonzalez et al. v. SFFI Company, Inc. et al.*, Case No. CIVDS1504287 (San Bernardino Superior Court) (unpaid wages, meal period and rest break claims for non-exempt employees).

32. Jonathan Stilz is a former associate at Crosner Legal. He graduated from the University of California, San Diego, in 2010, and graduated cum laude from California Western School of Law in 2015. Mr. Stilz has extensive experience in employment matters, including wrongful termination, class action, and representative PAGA lawsuits. He formerly worked at a national firm defending employers in various employment related matters prior to joining Crosner Legal in October 2021 as an associate attorney.

33. Kiara Bramasco received her undergraduate degree, magna cum laude, from Loyola Marymount University in Political Science, and then received her JD from Loyola Law School in 2018. She then spent several years with well-known plaintiff's firm Moss Bollinger, first as a law clerk and then as an associate, where her practice focused on employment law, particularly wage and hour class action and PAGA litigation. She joined Crosner Legal in 2021 and is head of the Firm's Pre-Litigation Department.

34. 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.).

35. Based upon the qualifications and experience set forth above, the following hourly rates are reasonable for attorneys practicing in this area of the law in California: Brandon Brouillette and Samantha Smith, $750/hr, Kiara Bramsco and Jonathan Stilz $650/hour.

36. Plaintiff requests the Court apply the above hourly billing rates in this case, as these rates are reasonable in the California legal market for attorneys handling wage and hour class actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for partner-level attorneys with experience comparable to mine and to that of my colleagues. These rates have range from $650 to $850 per hour for calendar years 2017-2021. Some examples include attorney Matthew Matern of Matern Law Group in Los Angeles, with approximately 26 years of experience $850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with approximately 25 years of experience $850/hour (2021), Michael Malk of Malk APC in Los Angeles, with approximately 16 years of experience $650/hour (2018), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience respectively, both $825/hour (2018), Jason Ehrlich of McCormack & Ehrlich LLP in San Francisco, with approximately 17 years of experience $750/hour (2017), and James Kawahito of Kawahito Law Group in Los Angeles, with approximately 16 years of experience $750/hour (2020).

37. 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 is over $800. The adjusted Laffey Matrix may be found at <u>http://www.laffeymatrix.com/see.html</u>. Similarly, the <u>December 8, 2008</u> article, "Billable Hours Aren't the Only Game in Town Anymore," NATIONAL LAW JOURNAL, which set forth the following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading

firm in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-hour class actions: Partners: $475-$795; Associates: 1st Year - $275, 2nd Year - $310, 3rd Year - $335, 4th Year - $365, 5th Year - $390, 6th Year - $415, 7th Year - $435, 8th Year - $455.36

38. After the analysis above, Crosner Legal's lodestar is $85,190.00, based on 121.0 attorney hours spent litigating this case through the filing of this motion. Further, we will almost certainly spend additional time addressing providing supplemental briefing prior to the hearing, addressing settlement administration matters, responding to class member questions, etc. When combined with our co-counsel's lodestar, the total lodestar is $183,535.00.

39. As noted, Crosner Legal has represented Plaintiff Romero for some four 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), Plaintiffs respectfully request the Court award their counsel the requested fees of $150,000 based on the common fund theory with a corresponding lodestar cross-check and no enhancement. Crosner Legal and Employees First Labor Law will split any fees awarded 40% to Crosner Legal and 60% to Employees First, and both clients have been informed of the proposed fee split and consented thereto in writing.

40. 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.

41. Crosner Legal assumes a great deal of contingent risk in every wage and hour class action it undertakes. Attorneys at my firm have been involved in a number of cases where plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with no return. For example, in a matter alleging misclassification on behalf of a putative class of assistant managers at major restaurant chain, after three years of exceptionally adversarial litigation and the investment of over 1,000 hours of attorney time and over $100,000 in costs, the

trial court denied plaintiffs' motion for class certification. In another misclassification case on behalf of assistant managers at large restaurant chain, the parties reached a settlement after three years of litigation, secured preliminary approval and completed the notice process to the settlement class, only to have the defendant file for bankruptcy a few days before the final approval hearing. Lastly, in a matter against a large regional bank seeking expense reimbursement of behalf of outside salespersons, after more than a year of combative litigation and shortly before plaintiff's class certification motion was due, the defendant was taken over by federal regulators. In each of these instances the plaintiff's firm received nothing despite the investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

42 Class Counsel's litigation costs and expenses are capped at $30,000 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by Crosner Legal is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	$2,727.35
Mediation Fees	$2,500.00
Postage/Overnight/Fax	$99.31
PAGA Filing Fee	$75.00
Total Costs and Expenses	**$5,401.66**

43. Along with our co-counsel's costs, the total requested for reimbursement of costs and expenses is $10,916.36. I respectfully request the Court approve payment of $10,916.36 in litigation costs and expenses including $5,401.66 to Crosner Legal and $5,514.70 to Employees First Labor Law.

44. For all the foregoing reasons, I respectfully request that the Court 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 28th day of July 2025, at Los Angeles, California.

Declarant

EXHIBIT
1

EXHIBIT
2

Crosner Legal Time Report

Romero v. Hitex Dyeing & Finishing LASC 22STCV00158

Tasks	Brandon Brouillette	Kiara Bramasco	Samantha Smith	Jonthan Stilz
Pre-filing Case Investigation	--	4.5	--	--
Pleadings and Law and Motion	15.2	5.9	--	5.0
Discovery and Post-Filing Investigation	--	--	8.0	33.5
Court Appearances	--	--	3.0	--
Case Management; Litigation Strategy & Analysis	12.5	--	7.7	6.7
Mediation and Settlement	18.5	--	0.5	--
Total Hours	46.2	10.4	19.2	45.2
Hourly Rate	$750	$650	$750	$650
Lodestar	**$34,650**	**$6,760**	**$14,400**	**$29,380**

Total Hours: **121.0**
Total Lodestar: **$85,190.00**