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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 DENNIS HERRERA, on behalf of
13 himself, the State of California, and others
similarly situated and aggrieved,

14
15 Plaintiff,

16 v.

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18 SIGNATURE FLIGHT SUPPORT LLC, a
Delaware limited liability company; and
19 DOES 1-100, inclusive,

20 Defendants.
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Case No.: 22STCV18367

Assigned for All Purposes to:
Hon. Robert B. Broadbelt
Dept. 53

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

[Filed concurrently with Notice of Motion and
Motion; Memorandum of Points & Authorities;
Declaration of Laura Singh; [Proposed] Order]

Date: May 30, 2024
Time: 10:00 a.m.
Dept.: 53

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3 **DECLARATION OF SEPIDEH ARDESTANI**

4 I, SEPIDEH ARDESTANI, Declare:

5 1. I am an attorney duly licensed to practice in California and before this Court, and I
6 am associated with Crosner Legal, PC, counsel of record for plaintiff Dennis Herrera. I make this
7 declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement and
8 Request for Attorney's Fees and Costs. If called to testify as to the within facts, I would and could
9 competently do so.

10 2. Defendant Signature Flight Support, LLC ("SFS"), headquartered in Orlando,
11 Florida, operates the world's largest network of fixed base operations at airports. Defendant has
12 over 200 locations all over the world providing essential support services for business and private
13 aviation, including refueling, hangarage, maintenance, repair, and overhaul. Plaintiff Herrera
14 worked for SFS as a line service technician from October 2018 to June 2021, when he went on
15 workers compensation leave following a work-related injury. His duties included fueling aircraft,
16 helping passengers with luggage, lavatory services in the airplanes, and towing planes. He typically
17 worked 5 days a week and at least 8 hours per day, and he alleges he regularly worked both overtime
18 and "off the clock" without proper pay.

19 3. On March 16, 2022, Plaintiff served the Labor & Workforce Development Agency
20 ("LWDA") and SFS with a PAGA notice. After exhausting his administrative remedies, he filed a
21 PAGA-only complaint against Defendant in Los Angeles County Superior Court on June 3, 2022
22 (the "PAGA Action") alleging Defendant's failure to pay all minimum wages, overtime wages,
23 premium wages in lieu of missed and denied meal and rest periods, failure to reimburse business
24 expenses and failure to pay all wages due at separation of employment. He alleged his PAGA
25 claims on behalf of Aggrieved Employees including all non-exempt employees that worked for
26 Defendant in California from March 30, 2021 to the present.

27 4. On March 16, 2022, Plaintiff also filed a separate class action complaint on behalf
28 of himself and a putative class defined to include all non-exempt individuals who are or previously
employed by SFS in California during the class period of March 16, 2018 through the present,

1 based on the same alleged wage and hour violations as the PAGA Action (the “Class Action”). On
2 June 6, 2022, Defendant removed the Class Action to federal court under the Class Action
3 Fairness Act, where it remains pending.

4 5. After Plaintiff filed his complaints, both Parties propounded and responded to written
5 discovery in the Class Action, and SFS deposed Plaintiff over two days in December 2022 and
6 February 2023. In the PAGA Action, SFS filed a motion to stay the case pending resolution of the
7 Class Action, which this Court denied on November 18, 2022. Eventually, after engaging in several
8 meet and confer discussions regarding discovery, potential law and motion, and other case
9 management issues, the Parties ultimately agreed to attempt mediation in both cases. The Parties
10 also agreed to undertake additional and substantial informal discovery to facilitate an exchange of
11 information necessary to engage in a meaningful mediation.

12 6. Prior to mediation, the parties engaged in extensive informal discovery to facilitate
13 settlement discussions. As a result, Plaintiff reviewed documents and information regarding
14 SFS’s payroll practices, pay stubs and time records for a sampling of class members, meal and rest
15 break policies, etc., and information from Defendant regarding class size and breakdown of job
16 positions, work weeks, rates of pay, and other information used to formulate a damages model.
17 This extensive information then was analyzed by a consulting expert to look for meal and rest
18 break violation rates, time lost due to off the clock work, and other issues relevant to liability and
19 damages. We are confident they obtained sufficient information to enable them to understand the
20 law and facts of this case and make an informed decision regarding the proposed settlement and
21 whether it is in the best interests of the class. We substantially discounted the value of these claims
22 in light of the multiple and considerable risks posed by proceeding with the litigation.

23 7. On May 24, 2023, the Parties participated in a global mediation with Todd Smith,
24 Esq., a respected wage and hour class action mediator and, following a mediator’s proposal, the
25 Parties reached agreement on all major issues to resolve both cases.

26 **TERMS OF THE PROPOSED SETTLEMENT**

27 8. The Parties have agreed (subject to the Court’s approval) to resolve this matter for
28 the non-reversionary amount of \$1,185,840.00 (“Gross Settlement Amount” or “GSA”), which

1 includes attorney's fees of up to \$395,280.00 (33.33% of the GSA) actual litigation expenses not to
2 exceed \$13,000.00, an enhancement award to Plaintiff not to exceed \$10,000.00, administration
3 costs to CPT Group, Inc. of \$13,500.00, and PAGA Penalties of \$100,000, of which 75% (\$75,000)
4 will go the LWDA and the remaining 25% (\$25,000.00) will be distributed pro rata to the Aggrieved
5 Employees. Defendant will pay all employer-side payroll taxes separate and apart from the GSA,
6 and no part of the GSA will revert to Defendant.

7 9. About \$654,060 from the Gross Settlement Amount will be distributed to the
8 Participating Class Members. This is a cash settlement that does not require Participating Class
9 Members to submit a claim form to receive their settlement share. Participating Class Members will
10 receive their settlement checks automatically via First Class U.S. Mail. Twenty percent of each
11 settlement share will be allocated to wages and the remaining eighty percent will be allocated to
12 expenses, penalties and interest, which allocation is consistent with SFS's potential liability as
13 discussed below, and SFS will pay applicable employer-side payroll taxes with separately from the
14 GSA. Subject to the Court's approval, any amounts not claimed (because a class member does not
15 cash his or her settlement check) will be forwarded to the California State Controller's Unclaimed
16 Property Fund.

17 10. Each Participating Class Member will receive a share of the Net Settlement Amount
18 based on his or her total weeks worked for SFS during the Class Period while employed in a non-
19 exempt position. Thus, each Class Member's Individual Settlement Payment will be calculated
20 using criteria typically used in determining appropriate amounts of unpaid wages, unpaid premium
21 wages for missed meal and rest breaks, and potential statutory penalties under applicable law. These
22 methods are intended to ensure each Class Member receives a portion of the available settlement
23 funds corresponding to the relative value of his or her potential claims. The proposed allocation
24 provides a reasonable way to compensate Class Members based on the amount of time they worked
25 for SFS, their job position held, and the number of instances they missed a meal break and/or rest
26 break, were not provided compensation in lieu of such missed breaks, or lost hours worked due to
27 the alleged off the clock work.

1 11. Upon final approval, Participating Class Members shall forever release the Released
2 Parties for the Released Claims for the Class Period, including all claims pleaded in the Operative
3 Complaint, and which could reasonably have been alleged, based on the Class Period facts,
4 allegations, and/or claims stated in the Operative Complaint, for work performed during the Class
5 Period, and as specifically detailed in Section 6.2 of the Agreement. Additionally, the Aggrieved
6 Employees will the Released Parties from all claims for PAGA penalties that were alleged, or
7 reasonably could have been alleged, based on the PAGA Period facts in the Operative Complaint,
8 and PAGA Notice, and as detailed in Section 6.3 of the Agreement.

9 **PAGA and Notice to the LWDA**

10 12. The Parties allocated \$100,000 to payment of alleged civil penalties under PAGA,
11 and I request the Court approve that amount as fair, reasonable and adequate, and consistent with
12 the purposes underlying PAGA. As required by Labor Code section 2699(I)(2), my office gave
13 notice of the settlement and the final approval hearing to the LWDA via its online portal, and also
14 served the LWDA with the motion as reflected on the accompanying proof of service. A true and
15 correct copy of the LWDA's acknowledgment is attached hereto as Exhibit 1.

16 **The Settlement Is Fair and Reasonable Considering the Benefits Conferred, the Case Value,**
17 **and Significant Litigation Risks and Merits Final Approval**

18 13. Prior to mediation, the parties engaged in extensive informal discovery to facilitate
19 settlement discussions. As a result, Plaintiff reviewed documents and information regarding
20 SFS's payroll practices, pay stubs and time records for a sampling of class members, meal and rest
21 break policies, etc., and information from Defendant regarding class size and breakdown of job
22 positions, work weeks, rates of pay, and other information used to formulate a damages model.
23 This extensive information then was analyzed by a consulting expert to look for meal and rest
24 break violation rates, time lost due to off the clock work, and other issues relevant to liability and
25 damages. I am confident we obtained sufficient information to enable us to understand the law and
26 facts of this case and make an informed decision regarding the proposed settlement and whether it
27 is in the best interests of the class. For the reasons discussed below, Plaintiff and I substantially
28

1 discounted the value of the claims in light of the multiple and considerable risks posed by
2 proceeding with the litigation.

3 14. First, on the meal/rest break claim, Plaintiff contends Defendant failed to provide
4 legally compliant meal and rest breaks, and he contends SFS's written policies did not comply with
5 California law on their face for at least part of the Class Period. For example, Plaintiff argued the policies
6 didn't specify that meal periods must be taken before the end of the fifth hour of work and restricting
7 employees from leaving the premises during a lunch break or rest break. Plaintiff also contends
8 employees were required to carry two-way radios and respond to calls during their meal and rest periods.
9 Beyond these infirm policies, Plaintiff's review of the time records produced suggests significant "de
10 facto" meal period violations, with around 35% of all shifts reflecting at least one unique violation,
11 mainly due to being missed or late..

12 15. Defendant denies Plaintiff's contentions, claiming it made meal and rest breaks
13 available to Class Members in compliance with California law. Defendant contends its meal and
14 rest break policies are lawful and that its policies and practices comport with the flexibility the
15 *Brinker* court held was integral to California's meal and rest period requirements. Per SFS, Class
16 Members were frequently reminded to take all meal and rest breaks, and Defendant contends its
17 time records demonstrate that Class Members took duty-free, timely meal and rest breaks. SFS
18 further emphasized it paid millions in meal period premiums for documented violations. Finally,
19 Defendant argues that Plaintiff's meal and rest break claims are not susceptible to common proof,
20 as the claims would require individualized inquiry, including whether there was an unlawful
21 companywide policy, whether employees had the opportunity to take meal and rest periods, whether
22 they voluntarily chose to forego their meal and rest periods, and whether Defendant ever prevented
23 them from taking meal and rest periods. Accordingly, Defendant contends these claims are
24 vulnerable to a ruling that class treatment is not appropriate. Without taking into consideration any
25 of Defendant's defenses to certification or on the merits, Plaintiff and his experts estimate SFS faces
26 **\$2,117,000** in damages for meal period violations based on a 100% violation rate less premiums
27 actually paid, and **\$10,051,000** in damages under on the rest period claims, also based on a 100%
28 violation rate.

1 16. Plaintiff further contends Defendant failed to pay all minimum wages due, and
2 alleges employees were uncompensated for working off-the-clock. Plaintiff claims he and the Class
3 Members were required to continue working after clocking out to complete unfinished tasks, and he
4 further alleges Defendant applied a rounding policy to employee time punches that favored SFS and
5 resulted in employees losing substantial amounts of compensable time. Based on Plaintiff's own
6 experience, he worked, on average, one hour off-the-clock per workweek and was required by his
7 supervisors to continue finishing job tasks after clocking out for his workday. This time was
8 certainly not "de minimis" and was also not compensated by Defendant. Based on expert analysis,
9 off-the-clock damages amount to about **\$2,765,000**, assuming one hour of off-the-clock work per
10 shift by each employee during the Class Period. Based on expert analysis of a 5% sampling of time
11 and wage records, rounding occurred during the first part of the Class Period and ended on April
12 10, 2020. During this time frame, employee clock in punches were rounded to the quarter hour
13 which resulted in underpayment of significant minimum wages. Per Plaintiff's experts, the rounding
14 policy resulted in the loss of about 1,800 hours in compensable time and underpayment of wages by
15 about **\$48,000**.

16 17. SFS employees also worked substantial overtime hours throughout the Class Period but
17 were only paid overtime pay when they worked over forty hours per workweek, as Plaintiff contends
18 SFS failed to pay daily overtime when a Class Member worked over eight hours in one workday. Labor
19 Code section 510 provides that any work in excess of eight hours in one workday **and** any work in excess
20 of 40 hours in any one workweek shall be compensated at the rate of no less than one and one-half times
21 the regular rate of pay for an employee. Based on the sampling provided to Plaintiff's expert, 10.2% of
22 pay periods showed unpaid daily overtime, resulting in the loss of about **\$80,000** in overtime premiums
23 to the Class.

24 18. SFS denied all of these allegations and contended in properly tracked and paid for
25 all compensable employee hours worked at the correct rates, and that its policies prohibited off the
26 clock work. It further emphasized time rounding policies and/or procedures are permissible under
27 California law if they are "fair and neutral" on their face and over a period of time result in full
28 compensation to the employees properly for all the time they have actually worked, and any time

1 rounding complied with this mandated. Finally, Defendant argued the off the clock claims are not
2 susceptible to common proof, as the claims would require individualized inquiry as to whether any
3 employee was asked to work off the clock and whether the company was aware of any such work.
4 Accordingly, Defendant contends these claims are not appropriate for class treatment.

5 19. On the expense reimbursement claims, Plaintiff claims Defendant failed to reimburse
6 for use of their personal cell phones for work purposes, and also failed to reimburse for certain tools
7 needed to perform the job. In response, SFS contended there was no need for employee's to use
8 their personal phones, and any use of their own phones was purely for personal convenience and not
9 compensable. It likewise contended it provided employees with all equipment required to perform
10 their duties. Without taking into consideration any of Defendant's defenses to certification or on the
11 merits, Plaintiff's experts calculated Defendant's maximum exposure for this claim at about
12 **\$490,000** in damages based on \$20/month in unreimbursed expenses.

13 20. On the wage statement claim, Plaintiff alleges SFS's wage statements were
14 inaccurate based on the minimum wage/overtime issues discussed above, and also that the wage
15 statements were inaccurate on their face because they failed to correctly state the total hours worked and
16 failed to accurately list the applicable hourly rates of pay. Specifically, Defendant's wage statements do
17 not provide accurate overtime rates and accurate overtime hours because instead of multiplying the
18 regular rate of pay by one and one-half, Defendant's wage statements provide two overtime rate
19 categories (an "overtime" and "overtime premium" category). Plaintiff also derivatively alleges SFS
20 failed to timely pay all wages that were due and owing upon separation of employment. Should the
21 primary claims for unpaid wages fail, Plaintiff's derivative claims for wage statement penalties and
22 waiting time penalties would also fail. Defendant also contends it would not be liable for waiting
23 time penalties because a "good faith dispute" exists over the payment of past wages. Further,
24 Defendant contends Plaintiff would have to prove that Defendant "willfully" failed to pay Class
25 Members appropriate wages due upon separation of employment. Without taking into consideration
26 any of Defendant's defenses to certification or on the merits, Plaintiff's experts calculated
27 Defendant's maximum exposure for wage statement penalties at **\$2,203,000** and based on 673
28

employees and 20,567 pay periods in the applicable limitations period. Based on 617 separated employees during the limitations period, waiting time penalties amount to about **\$3,386,000**.

21. As far as potential PAGA liability, the theoretical civil penalties likely exceed \$8.7 million should Plaintiff prevail on all claims and establish violations of the multiple Labor Code sections at issue. As with the class claims, Plaintiff discounted the potential PAGA penalties based on Defendant's various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated \$100,000 to PAGA civil penalties, and Plaintiff submits this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

22. Lastly, SFS emphasized that around 80-85% of the putative class members signed arbitration agreements with both class action and PAGA waivers and accordingly these individuals could be required to arbitrate their claims individually rather than participate in a class action. This development further complicated an already difficult path to class certification and, although Plaintiff believes that are arguments for deeming the arbitrating agreements unconscionable and unenforceable, this factor nevertheless significantly influenced our evaluation of the case.

23. Thus, Defendant raised various defenses to each of Plaintiff's claims, any one of which, if successful, could have derailed Plaintiff's case. Accordingly, Plaintiff faced risky issues going forward with this litigation, and given the need to secure class certification, try the case, and deal with post-trial appeals, it would have taken years to realize any recovery in this action. Plaintiff and I discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. We concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class.

24. The overall \$1,185,840 recovery represents a significant percentage of Defendant's potential exposure, and given Defendant's multi-layered defenses and all other potential risks of

1 continued litigation, a total recovery for the class of \$1,185,840, which will result in average award
2 of some \$565 per class member, plus additional sums under PAGA, is a significant result well within
3 the range of reasonableness considering all potential outcomes, and it will provide direct monetary
4 awards to all Class Members without further delay.

5 **The Class Representative Service Award Is Justified Given the Risks and Should be**

6 **Approved**

7 25. Under the terms of the settlement, Plaintiff seeks a modest incentive award of
8 \$10,000 for his respective service in bringing these claims on behalf of the Class. The requests are
9 reasonable given the risks he undertook on behalf of the Class Members. By contacting and
10 retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the
11 absent Class Members, while shouldering the risk of being liable for Defendant's litigation costs.
12 Plaintiff also exposed himself to unwanted notoriety related to filing a public lawsuit
13 (discoverable even through a simple google search) for the benefit of other employees, placing
14 himself at risk of discrimination by future prospective employers. As set forth in more detail in his
15 declaration filed with the preliminary approval motion, among taking many other actions assisting
16 in the successful litigation of this case, Plaintiff provided substantial factual information and
17 documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the
18 case, sat for his deposition, and kept abreast of all significant developments. Accordingly, the
19 requested enhancement payment to Plaintiff is appropriate and justified as part of the settlement.

20 **Settlement Administration Costs**

21 26. The settlement provides for a payment to CPT for its services as the Settlement
22 Administrator. As set forth in the Declaration of Laura Singh, CPT has performed and will
23 continue to perform its required duties through final distribution of the settlement funds and
24 incurred \$13,500 in fees and expenses. Accordingly, I respectfully request the Court approve
25 payment of \$13,500 to CPT from the GSA.

26 **ATTORNEY'S FEES AND COSTS**

27 27. Per the terms of the settlement, up to 33.33% of the GSA, or \$395,280, is allocated
28 to payment of reasonable attorney's fees. Here, the parties did not negotiate the inclusion of

1 attorney's fees until after extensive arms-length bargaining regarding relief to the Class was
2 completed. The requested fee and cost award was a product of these arms-length
3 negotiations and fairly reflects the marketplace value of the services rendered by Class
4 Counsel in this case for the reasons addressed herein.

5 28. Crosner Legal's efforts in this matter included: (1) extensive pre-lawsuit
6 investigation of the claims of Plaintiff and the putative class, including legal research, obtaining
7 Plaintiff's employment records, research into similar claims and claims against other employers in
8 the same industry, and attempts to locate and contact other SFS employees; (2) drafting a PAGA
9 notice letter; (3) drafting the initial complaint and related documents, and drafting a first amended
10 complaint; (4) case management, including communications with defense counsel, meeting and
11 conferring/preparing case management statements, attending the initial CMC, etc.; (5) opposing
12 defendant's motion to stay the matter; (6) propounding extensive written discovery and review
13 and analysis of the responses; (7) lengthy discussions with defense counsel regarding
14 settlement/mediation and informal discovery needed for meaningful settlement discussions; (8)
15 defending plaintiff's deposition; (9) engaging in substantial informal discovery, including
16 propounding informal discovery "requests" and reviewing documents and other information
17 produced; (10) drafting a mediation brief and accompanying damages model after review and
18 analysis of defendant's informal discovery production; (11) attending an all-day mediation; (12)
19 negotiating and drafting the settlement agreement and related documents; (13) drafting the motion
20 for preliminary approval; (14) administration of the settlement, including communications with
21 the Settlement Administrator and settlement class members; (15) drafting the motion for final
22 approval and motion for attorney's fees, and attending the final approval hearing; and (16)
23 extensive communications with the Plaintiff regarding case status, case investigation and
24 document review, mediation, and settlement terms. Additionally, Class Counsel will incur
25 additional time following final approval to, inter alia, respond to class member inquiries, work
26 with the Settlement Administrator on the distribution of settlement funds, and on the compliance
27 hearing and amended judgment. Attached hereto as Exhibit 2 is a true and correct summary of
28 work performed and time expended.

1 29. I obtained my Bachelors in Science Degree in Anthropology from the University
2 of California, Los Angeles. I attended Whittier Law School and earned by Juris Doctor in 2009
3 and an L.L.M. in 2010 from the Santa Clara University School of Law. For the past thirteen
4 years as a practicing attorney I have focused on litigation of employment, labor law, consumer,
5 and class action claims. Prior to joining Crosner Legal in 2021, I worked as an associate attorney
6 at Gaines & Gaines, APLC for ten years where I gained extensive experience in wage and hour
7 litigation and assisted in obtaining millions of dollars for employees. Over ninety percent (95%)
8 of my practice is dedicated exclusively to the prosecution of wage and hour class actions.

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

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

28 32. Mr. Crosner has been selected by Super Lawyers as a "Southern California Rising

1 Star” for employment and labor law consecutively from 2018 through 2023. Super Lawyers has
2 also named me on their “Up-and-Coming 100” Southern California Rising Stars List for
3 consecutive years from 2021 through 2023. Only 2.5% of lawyers within California are named a
4 Super Lawyer Rising Star and even less are added to their Top Lists. Additionally, he has been
5 selected as a Top 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers, invitation-
6 only organization composed of the premier trial lawyers, from 2019 through 2023. He is an
7 active participant in advocacy groups, including as an executive board member of the Wage and
8 Hour Committee and the Legislative Committee for the California Employment Lawyers
9 Association; a member of the Grassroots Advocacy Team for the National Employment Lawyers
10 Association; Wage and Hour Committee member and Class Action Committee member for the
11 National Trial Lawyers; a member of the American Association for Justice; and a member of the
12 Pound Civil Justice Institute.

13 33. Jamie Serb is a partner with Crosner Legal, and head of the firm’s Wage & Hour
14 Department. She graduated from the University of California, San Diego in 2004 and graduated
15 from California Western School of Law in 2013, and has been a member of the California Bar since
16 2013. She has extensive experience in wage and hour litigation, beginning work as a class action
17 attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley
18 Law Firm, APLC). She joined Crosner Legal on January 4, 2021 as an associate attorney. She has
19 handled wage and hour class actions and PAGA lawsuits almost exclusively for some eight years
20 and has assisted in obtaining millions of dollars for employees during her years of practice.

21 34. Branden Hamilton obtained her undergraduate degree from UCLA in 2004, and
22 her law degree from George Washington University in 2007. She has been affiliated with my
23 firm since 2017 and became Of Counsel with Crosner Legal in 2019, and her practice focuses
24 almost exclusively on wage and hour class and representative actions. She has spent her entire
25 career representing plaintiffs in employment litigation, including several years as an associate at
26 well-known plaintiff’s firm Carlin & Buchsbaum.

27 35. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a
28 1995 graduate *cum laude* of the University of San Diego School of Law, where he was selected to

1 the Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation associate with
2 Ross Dixon & Bell, LLP (now Troutman Pepper LLP), in Orange County, California, where his
3 practice focused on complex business, employment, and insurance coverage disputes. In 2003, he
4 became associated with Dostart Clapp & Coveney, LLP, then one of the premiere plaintiffs' wage
5 and hour class action firms in California. In 2008, he founded the Law Offices of J. Kirk
6 Donnelly, APC and, in January 2019, also became Of Counsel to Crosner Legal, P.C. Since 2003,
7 his practice has focused on representing plaintiffs in wage and hour and consumer law matters,
8 including both class actions and individual matters. He has served as class/lead counsel in over 50
9 wage and hour class and PAGA actions.

10 36. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
11 action settlements while serving as lead class counsel in recent years, including but not limited to a
12 \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*,
13 Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action settlement
14 in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento
15 Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean*
16 *Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a \$1.8 million wage and
17 hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American*
18 *Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and hour class action
19 settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a
20 \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation*
21 *Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million wage and
22 hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-
23 YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v.*
24 *First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a \$2.2
25 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et*
26 *al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage and hour
27 settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No.
28 CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action

1 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.
2 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply*
3 *Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million wage and
4 hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.
5 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement
6 in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super.
7 Ct.); and \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*
8 *Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct).

9 37. Based upon the qualifications and experience set forth above, the following hourly
10 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M. Crosner
11 \$800/hour, Jamie K. Serb \$750/hour, Sepideh Ardestani \$700/hour, J. Kirk Donnelly \$900/hour,
12 and Branden Hamilton, \$650/hour.

13 38. Plaintiff requests the Court apply the above hourly billing rates in this case, as these
14 rates are reasonable in the California legal market for attorneys handling wage and hour class
15 actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side wage
16 and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for partner-level
17 attorneys with experience comparable to mine and to that of my colleagues. These rates have
18 range from \$650 to \$850 per hour for calendar years 2017-2021. Some examples include attorney
19 Matthew Matern of Matern Law Group in Los Angeles, with approximately 26 years of
20 experience \$850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with approximately
21 25 years of experience \$850/hour (2021), Michael Malk of Malk APC in Los Angeles, with
22 approximately 16 years of experience \$650/hour (2018), Michael Singer and Isam Khoury of
23 Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience respectively, both
24 \$825/hour (2018), Jason Ehrlich of McCormack & Ehrlich LLP in San Francisco, with
25 approximately 17 years of experience \$750/hour (2017), and James Kawahito of Kawahito Law
26 Group in Los Angeles, with approximately 16 years of experience \$750/hour (2020).

27 39. The requested rates also comport with the adjusted Laffey Matrix, which provides
28 that reasonable hourly rates for attorneys with 10+ years of experience, such as Mr. Crosner and

1 myself, is over \$800. The Laffey Matrix may be found at <http://www.laffeymatrix.com/see.html>.
2 Similarly, the December 8, 2008 article, "Billable Hours Aren't the Only Game in Town
3 Anymore," NATIONAL LAW JOURNAL, which set forth the following hourly billing rates as
4 reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of wage-and-hour
5 class actions that I have opposed when litigating wage-and-hour class actions: Partners: \$475-
6 \$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year -
7 \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.³⁶

8 40. After the analysis above, Crosner Legal's lodestar is \$307,315 based on 329.7
9 attorney hours spent litigating this case through the filing of this motion. Further, we almost
10 certainly spend additional time addressing settlement administration matters, responding to class
11 member questions, etc.

12 41. As compared to the fees requested on a percentage of the recovery basis, the above
13 lodestar reflects in a very modest 1.29 multiplier to the base lodestar. I respectfully submit this
14 effectively operates to show that the percentage fee request is reasonable considering the
15 challenges presented in this contingency fee matter, and appropriately compensates Class
16 Counsel for the contingent risk assumed and delay in payment during the 2 years our firm has
17 been representing Plaintiff.

18 42. Class Counsel has represented Plaintiff for some two plus years with respect to this
19 matter and has expended a significant amount of time and resources in that representation. The
20 firm agreed to litigate this case on a purely contingent basis and in so doing assumed considerable
21 risk of non-payment for its fees and costs, as discussed above, and as is the case with these cases
22 in general. Under all relevant factors (as outlined herein and in the accompanying memorandum),
23 Plaintiff respectfully requests the Court award their counsel the requested fees of \$395,280 based
24 on the common fund theory with a corresponding lodestar cross-check and a modest 1.29 lodestar
25 enhancement.

26 43. This case posed considerable contingent risk, for the reasons addressed above; if
27 there had been recovery then Class Counsel would not have received any fees for the time invested
28 litigating the case. Throughout the pendency of this case, Crosner Legal received no

1 compensation or reimbursement for their efforts representing Plaintiff and the Class.

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

17 45. Crosner Legal's litigation costs and expenses are capped at \$13,000 under the terms
18 of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by
19 Crosner Legal is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$2,035.77
Mediation Fees	\$9,000.00
Expert Fees	\$4,980.00
Deposition Costs	\$1,863.55
Postage/Overnight/Fax	\$126.53
PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$18,080.85

28 46. All of these costs were reasonable and necessary to the successful pursuit of this

1 matter, and I therefore respectfully request the Court approve payment of **\$13,000.00** (i.e., up to
2 the cap provided for in the Settlement Agreement) in litigation costs and expenses to Crosner
3 Legal.

4 47. For all the foregoing reasons, I believe the settlement is fair, reasonable, and in the
5 best interests of the class.

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct. Executed this 8th day of May 2024, at Los Angeles, California.

8
9 
10 _____
11 Declarant

EXHIBIT

1

EXHIBIT

2

DENNIS HERRERA V. SIGNATURE FLIGHT SUPPORT LLC
(Los Angeles Case No. 22STCV18367)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Sepideh Ardestani	Kirk Donnelly	Branden Hamilton
Pre-filing Case Investigation	14.7	0.0	0.0	0.0	5.1
Pleadings and Law and Motion	12.1	0.0	0.0	12.2	10.3
Discovery and Post-Filing Investigation	11.6	0.0	42.5	0.0	0.0
Court Appearances	0.0	0.0	5.5	1.0	0.0
Case Management; Litigation Strategy & Analysis	28.7	69.5	88.6	0.7	0.0
Mediation and Settlement	15.3	15.5	15.5	0.0	0.0
Total Hours	82.4	65.9	152.1	13.9	15.4
Hourly Rate	\$800	\$750	\$700	\$900	\$600
Lodestar	\$65,920.00	\$113,175.00	\$106,470.00	\$12,510.00	\$9,240.00

Total Hours: 329.7
Total Lodestar: \$307,315