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6 Attorneys for Plaintiff VINCE BURKLUND
7 on behalf of himself, the State of California, and others similarly
8 situated and aggrieved

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF ORANGE**
11

12 VINCE BURKLUND on behalf of himself,
13 the State of California, and others similarly
situated and aggrieved,

14 Plaintiff,
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16 v.

17 GARDEN GROVE UNIFIED SCHOOL
DISTRICT, a California public school
18 district; and DOES 1-100, inclusive,

19 Defendants.
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Case No.: 30-2022-01260573-CU-OE-CXC

Assigned for All Purposes to:
Hon. Melissa R. McCormick
Dept. CX-105

DECLARATION OF JAMIE K. SERB IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION,
COLLECTIVE ACTION, AND PAGA
SETTLEMENT, AND REQUEST FOR
ATTORNEY'S FEES AND COSTS

Date: September 3, 2026
Time: 2:00 p.m.
Dept.: CX-105

1 I, JAMIE K. SERB, declare as follows:

2 1. I am an attorney duly licensed to practice in California and before this Court, and I
3 am a Partner with Crosner Legal, P.C., counsel of record for Plaintiff Vince Burklund in the above-
4 captioned matter. If called to testify as to the facts within, I would and could competently do so.

5 **RESPONSES TO COURT'S PRIOR RULING**

6 2. Issue 1: a declaration from the Settlement Administrator is filed herewith.

7 3. Issue 2: the high, low and average settlement awards and PAGA awards are provided
8 in Paragraphs 13-14 of the settlement administrator's declaration.

9 4. Issue 3: Plaintiff's total compensation from the settlement, exclusive of any
10 enhancement award, is stated in Paragraphs 13-14 of the settlement administrator's declaration.

11 5. Issues 4-6: the explanation for the increase in the class size, and for the calculation
12 of the escalated GSA, is set forth in Paragraphs 22-23 and 25 below and the Declaration of Lauren
13 Gafa, filed herewith. As to the increase to the GSA stated in the initial moving papers, after
14 reviewing my firm's files I am unable to determine where that number came from or why any of it
15 was allocated to PAGA penalties. As reflected herein and in the Gafa Declaration, the Parties agreed
16 to escalate the GSA to \$854,574.61, and none of the additional funds are allocated to PAGA
17 penalties

18 6. Issue 7: the initial motion filed in December 2025 unfortunately was not complete at
19 all, as the Parties were still attempting to confirm the additional amounts to be paid into the GSA as
20 described in detail below and the accompanying Declaration of Lauren Gafa, and the Settlement
21 Administrator had not yet finalized its declaration since it was awaiting further data and instructions
22 from the Parties. The Crosner Legal attorney who was primarily responsible for this matter at that
23 time – and who is no longer with the firm – made the unfortunate decision to file the motion papers
24 even though they were incomplete and not yet finished, with I believe the intention of submitting a
25 revised motion prior to the hearing date. As it turned out the Parties were unable to complete the
26 necessary calculations and revisions to the Settlement in time, and my former colleague
27 compounded her initial error by failing to withdraw the motion or otherwise advise the Court that
28 the Parties were not prepared to proceed on the noticed hearing date. I apologize to the Court for the

1 manner in which the matter was handled previously, and I assure the Court that in the past several
2 months the Parties have gone to great lengths to ensure that the data and calculations being presented
3 to the Court at this time accurately reflect the final settlement. Given the motion papers filed in
4 December 2025 were incomplete, Plaintiff is filing an Amended Memorandum with this declaration,
5 and both the Amended Memorandum and this declaration set forth the entirety of Plaintiff's
6 arguments and evidence in support of final approval so that there is a complete record.

7 7. Issue 8: the final costs incurred by my firm in this matter for court filing fees, service
8 of process, etc., are \$4,151.44 and are separately itemized as part of Exhibit 3 hereto.

9 8. Issue 9: this declaration, the accompanying memorandum, and Paragraph 8 of the
10 [Proposed] Order submitted herewith all reflect a \$5,000 enhancement award to Plaintiff.

11 9. Issue 10: attached hereto as Exhibit 1 is the proof of submission of the final approval
12 papers to the LWDA.

13 10. Issue 11: Attorney Ardestani's multi-year block-billed time for 3/11/22 to 12/1/25
14 has been deleted from the Lodestar chart, Exh. 2 hereto, and is not included the final lodestar being
15 submitted for the Court's lodestar crosscheck.

16 11. Issue 12: the charges for the mediation with Judge Daniel Buckley (Ret.). have
17 been removed from Plaintiff's requested costs as that mediation was cancelled and the fees were
18 refunded but inadvertently included in the prior submission.

19 12. Issue 13: as of the filing of this declaration I am unaware of any other pending class,
20 representative or collective matter that asserts any claims that are similar to those in this case, or
21 any such matter that would be impacted in any way by the proposed settlement.

22 13. Issue 14: the [Proposed] Order submitted herewith reflects the correct date the Court
23 entered the Preliminary Approval Order.

24 14. Issue 15: the [Proposed] Order now reflects the final and correct amount of
25 administrative fees to be paid from the GSA Additional costs incurred by the Settlement
26 Administrator will be paid separately by the Parties.

27 15. Issue 16: the [Proposed] Order submitted herewith has been revised to combine
28 Paragraphs 13 and 16 from the prior [Proposed] Order.

1 **BACKGROUND**

2 16. Defendant Garden Grove Unified School District {"GGUSD"}) operates 68 schools
3 in Garden Grove, California and six surrounding cities- Anaheim, Cypress, Fountain Valley, Santa
4 Ana, Stanton, and Westminster. With nearly 40,000 students Defendant is the third largest school
5 district in Orange County. Plaintiff Vince Burklund has been employed by GGUSD as a
6 maintenance worker since 2015, although he has been out on workers compensation/disability leave
7 since 2021.

8 17. Plaintiff alleges GGUSD failed to pay the class at least the applicable minimum wage
9 for all hours worked. First, he claims that he and class members were not paid for all hours worked
10 because GGUSD paid employees based on their schedule rather than actual hours worked. In this
11 regard, non-exempt employees did not punch in/out or track their time in any way, nor did they
12 clock in/out for meal periods. Instead, GGUSD simply paid the class members for 8 hours for each
13 day they worked and, in fact, Defendant actually tracked days absent and backed out 8 hours of pay,
14 rather than keeping accurate time records and paying employees accordingly. Importantly, per
15 Plaintiff, he and other class members regularly worked "off the clock" after the scheduled end of a
16 shift for up to 30 extra minutes, as supervisors required them to continue working until all
17 outstanding work was complete. None of this post-shift work was tracked or paid for, resulting in
18 the underpayment of minimum wages. Plaintiff also alleges he and other GGUSD employees
19 typically did not punch out for meal periods as required under the Labor Code and Wage Order but
20 GGUSD nevertheless "auto deducted" 30 minutes of time regardless of whether the meal break
21 actually was taken or lasted a full 30 minutes. Plaintiff also contends meal periods essentially were
22 "on duty," as per GGUSD policy he and other class members had to remain with their vehicles and
23 equipment at all times and accordingly were not fully relieved of all duties while on a meal period.

24 18. Based on these allegations, on May 5, 2022, Plaintiff filed a class action complaint,
25 followed by an amended complaint that alleged claims for (1) unpaid minimum wages, (2) liquidated
26 damages, and (3) Unfair Competition. Plaintiff's complaint also alleged a collective action claim
27 under the Fair Labor Standards Act, 29 U.S.C. sections 201, *et seq.*, based on Defendant's alleged
28 violations of the FLSA for failure to pay all minimum wages. On June 7, 2022, Defendant removed

1 the class action to the United States District Court for the Central District of California, Case No.
2 8:22-cv-01132-DOC-JDEx, based on federal question jurisdiction. After exhausting his
3 administrative remedies, on May 17, 2022, Plaintiff commenced this action by filing a separate
4 complaint under PAGA seeking civil penalties for Defendant's alleged minimum wage violations.
5 Attached hereto as Exhibit 2 is a true and correct copy of Plaintiff's notice letter to the LWDA and
6 proof of submission.

7 19. GGUSD has at all times denied Plaintiff's allegations in both matters and maintained
8 its payroll policies and procedures comply with California law, that it paid the class members all
9 wages due, and that its compensation policies properly compensate the class members for all hours
10 worked. Defendant also strongly contends the case cannot be maintained as any kind of class or
11 representative action, arguing determining the number of potential off the clock hours worked by
12 each class member would result individualized issues predominating and that a trial on a
13 representative basis would be unmanageable.

14 20. Once both cases were at issue, the Parties initiated written discovery, and began
15 working on a Belaire West notice to the putative class members. GGUSD also filed a motion seeking
16 to stay this matter pending resolution of the class/collective action in federal court. Ultimately, after
17 meet and confer discussions about pending discovery and law and motion issues, as well as the
18 merits of the case, the Parties agreed to attempt a global mediation in both cases. The Parties also
19 agreed on a protocol for an exchange of additional documents and information before the mediation.
20 Consequently, Plaintiff's counsel reviewed payroll records, personnel policies/handbooks,
21 personnel files, and a random of sampling paystubs and time records for about 20% of the class.
22 Plaintiff had those records analyzed by Berger Consulting Group to look for, inter alia, violation
23 rates and potential damages for the alleged off the clock work.

24 21. The Parties then engaged Tripper Ortman, Esq., another respected mediator with
25 substantial wage and hour and class action experience, and on May 16, 2023, participated in a full
26 day mediation with Mr. Ortman. Throughout the day, the arms-length negotiations were hard-
27 fought and adversarial as the Parties exchanged extensive information on their legal and factual
28 positions, and made numerous offers and counter-offers. By the end of the day the Parties reached

1 agreement on all major issues. They then collaboratively drafted the Settlement Agreement now
2 before the Court for approval.

3 22. At mediation the Parties initially agreed on a settlement class that would include “all
4 **Classified** non-exempt employees” of Defendant. Defendant initially calculated the actual
5 workweeks and PAGA Pay Periods for the settlement class and found that there were 3,960 Class
6 Members who collectively worked a total of 596,137 Workweeks, and 3,628 Aggrieved Employees
7 who had a total of 72,796 PAGA Pay Periods. Ultimately, an issue arose as to whether the settlement
8 would also include Defendant’s occasional, seasonal, temporary, or short-term part-time employees
9 (“Short Term Employees”), as whether these employees are "Classified" depends on what job duties
10 were completed for each shift. To avoid an individualized inquiry as to each employee, the parties
11 met and conferred as to the class definitions and agreed to include all 902 Short Term Employees
12 as part of the settlement class, and agreed to define the settlement class as “all non-exempt”
13 employees who worked for Defendant from May 5, 2019 until August 16, 2023. For purposes of
14 PAGA, the Parties agreed that the Aggrieved Employees would include “all non-exempt” employees
15 who worked for Defendant from May 17, 2021 until August 16, 2023.

16 23. Based on the above class/PAGA definitions from the Second Amended Settlement
17 Agreement, the Class increased to 4,862 Members who collectively worked a total of 611,294
18 Workweeks, and the Aggrieved Employees increased to 4,075 Aggrieved Employees with a total of
19 74,593 PAGA Pay Periods. Although there is no escalator clause included in the Settlement
20 Agreement, and so as not to dilute any Class Member’s previously calculated share, the Parties
21 agreed to include all 4,862 Class Members by increasing the Net Settlement Amount to be
22 distributed to Class Members by \$74,574.61 (89,580 Workweeks x \$0.8324582242378008
23 Workweek Value), resulting in an escalated GSA of \$854,574.61.

24 **Summary of Settlement Terms**

25 24. Under the settlement, GGUSD will pay an escalated GSA of \$854,574.61 into a
26 common fund, the Gross Settlement Amount (“GSA”). Attorney’s fees of up to \$260,000 (1/3 of
27 the original GSA), litigation costs of up to \$29,000 (only \$18,556.44 is requested), settlement
28 administration costs of no more than \$28,000, a service award to Plaintiff of no more than \$5,000,

1 and \$50,000.00 for alleged civil penalties under PAGA, all will be paid from the GSA. The
2 remainder of around \$493,015.17 will be allocated pro rata among the Class Members based on
3 their total weeks worked during the Class Period. No portion of the GSA will revert to GGUSD.

4 25. The Court conditionally certified a class defined to include all individuals employed
5 by GGUSD as a non-exempt employee in the State of California during the Class Period from May 5,
6 2019 through August 16, 2023. At preliminary approval it was estimated there were about 3,960
7 class members, however the final class count turned out to be 4,862. The discrepancy turned on the
8 Parties eventual decision to include Defendant's Short Term Employees in the proposed settlement
9 class. Based on the class definitions in the Second Amended Settlement Agreement that was
10 approved by the Court, the Class increased to 4,862 Members who collectively worked a total of
11 611,294 Workweeks, and the PAGA Class increased to 4,075 Aggrieved Employees with a total of
12 74,593 PAGA Pay Periods. The Parties inadvertently failed to include the Short Term Employees
13 and related work weeks in the class count previously provided to the Court.

14 26. This is a cash settlement that does not require Participating Class Members to submit
15 a claim form to receive their settlement share. Participating Class Members will receive their
16 settlement checks automatically via First Class U.S. Mail. Eighty percent of each settlement share
17 will be allocated to wages and the remaining twenty percent will be allocated to liquidated damages
18 and interest, which allocation is consistent with GGUSD's potential liability as discussed below.
19 GGUSD will pay any and all applicable employer-side payroll taxes separately and in addition to
20 the GSA. Subject to the Court's approval, any amounts not claimed (because a class member does
21 not cash a settlement check) will be forwarded to the State Controller's Unclaimed Property Fund.

22 27. Each participating Class Member will receive a share of the Net Settlement Amount
23 based on his or her total weeks worked for GGUSD during the Class Period while employed in a
24 non-exempt position. Thus, each individual Settlement Payment will be calculated using criteria
25 typically used in determining appropriate amounts of unpaid wages under applicable law. These
26 methods will ensure each Class Member receives a portion of the settlement funds corresponding to
27 the relative value of his or her potential claims. The proposed allocation provides a reasonable way
28

1 to compensate Class Members based on the amount of time they worked for GGUSD and the
2 potential hours worked lost due to off the clock work.

3 28. All Participating Class Members will release GGUSD from all claims alleged in the
4 operative complaint, or that could have been brought based on the factual allegations in the operative
5 complaint, including FLSA and PAGA claims, during the Class Period. The class and PAGA
6 releases are limited to the claims that were actually pleaded or could have been pleaded based on
7 the alleged facts in the operative complaint.

8 29. As noted, the Parties allocated \$50,000 of the GSA to payment of civil penalties
9 under PAGA, as addressed below, and Plaintiff submits that amount is fair, reasonable and adequate,
10 and consistent with PAGA's underlying purposes. Per Labor Code section 2699(1)(2), my office
11 gave notice of the settlement and the approval hearing to the LWDA via its online portal. Attached
12 hereto as Exhibit 1 is a true and correct copy of the LWDA's acknowledgment of receipt.

13 **PLAINTIFF'S ENHANCEMENT**

14 30. The Settlement Agreement provides for an enhancement of up to \$5,000.00 to
15 Plaintiff. This request is reasonable given the risks she undertook on behalf of the Class Members.
16 By contacting and retaining counsel to pursue these claims, Plaintiff helped make this settlement
17 possible for the absent Class Members, while shouldering the risk of being liable for Defendant's
18 litigation costs. Plaintiff also exposed himself to unwanted notoriety related to filing a public lawsuit
19 (discoverable even through a simple google search) for the benefit of other employees, placing
20 herself at risk of discrimination by future prospective employers. Among taking many other actions
21 assisting in the successful litigation of this case, Plaintiff provided substantial factual information
22 and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss
23 the case, and kept abreast of all significant developments. He will provide the Court with a detailed
24 declaration in advance of the Final Approval Hearing.

25 **SETTLEMENT ADMINISTRATION COSTS**

26 31. The settlement provides for a payment to Phoenix for its services as the Settlement
27 Administrator. As set forth in the Declaration of Lluvia Islas, Phoenix has performed and will
28 continue to perform its required duties through final distribution of the settlement funds, and

1 incurred \$28,000.00 in fees and expenses payable from the settlement. Accordingly, I respectfully
2 request the Court approve payment of \$28,000 to Phoenix from the GSA. My office and Defendant
3 will jointly pay for all administrative charges in excess of \$28,000.00.

4 **THE SETTLEMENT MEETS THE DUNK/KULLAR/MONIZ FACTORS AND FINAL**
5 **APPROVAL IS APPROPRIATE**

6 32. Prior to mediation, the parties engaged in formal and informal discovery to facilitate
7 settlement discussions. Thus, we reviewed documents and information regarding GGUSD's payroll
8 practices, a random sampling of pay stubs and time records for sampling of class members,
9 applicable compensation plans, etc., and information from Defendant regarding class size and
10 breakdown, work weeks/pay periods, rates of pay, and other relevant information. Plaintiff then had
11 that information analyzed by a consulting expert to assist in determining potential violation rates
12 and other data used to formulate a damages model. We are confident we obtained sufficient
13 information to understand the law and facts of this case and make an informed decision regarding
14 the proposed settlement.

15 33. Using that data, Plaintiff's experts estimated GGUSD's likely maximum exposure at
16 almost \$32,000,000 for the minimum wage claims assuming 30 minutes of unpaid minimum wages
17 per shift for on duty meal periods, plus 75 minutes per week of "off the clock" work that went
18 unpaid. Extrapolated to the entire class and class periods, this results in almost 2.4 million unpaid
19 hours worked, at a weighted average minimum wage of \$13.29/hour.

20 34. On the minimum wage issue, Plaintiff claims that he and class members were not
21 paid for all hours worked because GGUSD's de facto policies mandated "off the clock" work after
22 the end of a shift, and he further claims Defendant failed to fully and completely relieve employees
23 of all duties during their meal periods while still "auto-deducting" 30 minutes of time for meal
24 periods. As a result, Plaintiff alleges he and the class members lost compensable hours worked. In
25 response, GGUSD argued is timekeeping and payroll practices comply with California law, that it
26 properly paid all non-exempt employees for all hours worked consistent with both state and federal
27 law, and employees attested to the accuracy of their time and pay. Per GGUSD, any off the clock
28 work the clock was against district policy and done without the District's knowledge. GGUSD

1 further emphasized that meal periods were completely free of all duties and employer control and
2 accordingly such time was not compensable. Lastly, per GGUSD, individualized inquiries would be
3 required to determine the reasons behind any alleged off the clock work, any alleged work during
4 meal periods, or if any such time was compensable, and therefore class certification would be
5 inappropriate and any trial would be unmanageable. Plaintiff also accounted for GGUSD's
6 affirmative defenses and, while his pre-mediation investigation did not suggest applicability of
7 many of them (i.e., plaintiff is not aware of any potentially applicable arbitration agreements, or any
8 prior settlements that might preclude his claims, etc.), he also notes absent settlement he would need
9 to fully investigate and evaluate those defenses with concomitant increase in time and expense.

10 35. As far as potential PAGA liability, the theoretical penalties totaled at least \$7 million
11 should Plaintiff prevail and establish the alleged minimum wage violations at issue for each pay
12 period, and collect the maximum allowable penalty. As with the class claims, Plaintiff discounted
13 the potential PAGA penalties for the multi-layered defenses proffered by Defendant on the merits,
14 such as whether GGUSD's policies accurately tracked and paid for employee hours worked, whether
15 defendant had actual or constructive knowledge of any purported off the clock work, and whether
16 District policies resulted in alleged "on duty" meal periods. We further discounted these claims
17 since the Court possesses wide discretion to reduce such penalties even if Plaintiff ultimately
18 prevailed if the Court deems an award of penalties to be unfair or excessively punitive. Accordingly,
19 the Parties allocated \$50,000 to PAGA penalties, and I submit that mount is reasonable and in line
20 with comparable settlements in other class actions in California. Further, the amount of PAGA
21 penalties should not be evaluated in a vacuum but rather in connection with the total amount be paid
22 to resolve the entire matter, and whether that amount and/or any other relief secured serves PAGA's
23 purposes such as deterring future Labor Code violations. Additionally, the LWDA has been
24 informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as
25 necessary.

26 36. The settlement obviates the significant risk that this Court may find any kind of class
27 or representative resolution unachievable or deny certification of all or some of Plaintiff's claims.
28 Furthermore, even if Plaintiff obtained certification of all or some of the claims in the federal case,

1 overcame a manageability defense in this case, continued litigation would be lengthy and expensive
2 as the Parties pursued merits discovery, a probable motion to decertify, as well as trial and possible
3 appeals, and would further and substantially delay any recovery by the class with no assurance of
4 recovering significantly more than the proposed settlement. While Plaintiff and I are confident in
5 the merits of these claims, legitimate controversies exist regarding each one of them. We also
6 recognize proving the amount of wages due each Class Member would be an expensive, time-
7 consuming, and uncertain proposition.

8 37. We discounted the value of the class and PAGA claims consistent with the risks
9 discussed above, and carefully weighed the likelihood of the class receiving substantially greater
10 benefit if the litigation continued. We concluded – in light of these very real and substantial risks –
11 settlement on the proposed terms and without prolonged and costly litigation was in the best interests
12 of the class. The overall total recovery represents a significant chunk of Defendant’s potential
13 exposure and given the many risks addressed above, a total recovery for the class of \$854,571.61 is
14 a fair result within the range of reasonableness considering all potential outcomes, and it will provide
15 direct monetary awards to all Class Members without further delay.

16 **PLAINTIFF'S ENHANCEMENT**

17 38. Plaintiff seeks a modest incentive award of \$5,000 for his service in bringing these
18 claims on behalf of the Class. The request is reasonable given the risks he undertook on behalf of
19 the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiff helped
20 make this settlement possible for the absent Class Members, while shouldering the risk of being
21 liable for GGUSD’s litigation costs. Plaintiff also exposed himself to unwanted notoriety related to
22 filing a public lawsuit (discoverable even through a simple google search) for the benefit of other
23 employees, assuming a risk of discrimination by future prospective employers. As set forth in more
24 detail in his declaration previously submitted (RoA No. 156), among taking many other actions
25 assisting in the successful litigation of this case, Plaintiff provided substantial factual information
26 and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss
27 the case, responded to discovery, and kept abreast of all significant developments.

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1 “requests” and reviewing documents and other information produced; (11) drafting a mediation brief
2 and accompanying damages model after review and analysis of GGUSD’s informal discovery
3 production; (12) attending an all-day mediation; (13) negotiating and drafting the settlement
4 agreement and related documents; (14) drafting the motion for preliminary approval and
5 supplemental materials; (14) administration of the settlement, including communications with the
6 Settlement Administrator and settlement class members, and addressing the increase in class size
7 and escalated GSA; (15) drafting the motion for final approval and motion for attorney’s fees, and
8 attending the final approval hearing; and (16) extensive communications with the Plaintiff regarding
9 case status, case investigation and document review, mediation, and settlement terms. True and
10 correct copies of the billing and time records on this matter are attached hereto as Exhibit 2.
11 Additionally, we will incur additional time following final approval to, inter alia, respond to class
12 member inquiries, work with the Settlement Administrator on the distribution of settlement funds,
13 and on the compliance hearing.

14 42. I graduated from the University of California, San Diego in 2004 and graduated from
15 California Western School of Law in 2013, and I have been a member of the California Bar since
16 2013. I gained 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). I joined Crosner Legal on January 4, 2021 as an associate attorney. I have
19 handled wage and hour class actions and PAGA lawsuits for some ten years and have assisted in
20 obtaining millions of dollars for employees during her years of practice.

21 43. Zach Crosner is a 2010 graduate of University San Diego School of Law, and has
22 some 15+ years of experience as a practicing attorney, all of which have focused on litigation of
23 employment, labor law, consumer, and class action claims. Following graduation, he immediately
24 began working for a nationally recognized plaintiff’s complex litigation firm, CaseyGerry, where I
25 had the fortune of working directly with past presidents of the consumer attorneys and recipients of
26 trial attorneys of the year awards. He also worked for former CAALA and CLAY trial attorney of
27 the year recipient, attorney Conal Doyle, as his sole associate attorney. During his tenure at these
28 firms, he focused on advocating for the rights of consumers and employees in class action litigation,

1 civil rights and employment litigation, catastrophic injuries, insurance bad faith and appellate
2 litigation.

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

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

17 46. Sepideh Ardestani is a former partner with Crosner Legal, and she was with the
18 firm from 2021-2026. She graduated from the University of California, Los Angeles in 2004
19 with a bachelor’s in science, obtained a J.D. from Whittier Law School in 2009 and a masters in
20 law from Santa Clara University School of Law in 2010. She has been a member of the
21 California Bar since 2010 and has extensive experience in employment matters, including wage
22 and hour litigation. She worked as a wage and hour class action attorney at Gaines & Gaines,
23 APLC from 2012 through 2021 and, prior to joining Gaines & Gaines she worked at Sirkin Law
24 Group as a litigation associate from 2010-2012. She was selected for 2020-2021 by Super
25 Lawyers as a “Southern California Rising Star” for employment and labor law.

26 47. Branden Hamilton obtained her undergraduate degree from UCLA in 2004, and
27 her law degree from George Washington University in 2007. She has been affiliated with my
28 firm since 2017 and became Of Counsel with Crosner Legal in 2019, and her practice focuses

1 almost exclusively on wage and hour class and representative actions. She has spent her entire
2 career representing plaintiffs in employment litigation, including several years as an associate at
3 well-known plaintiff's firm Carlin & Buchsbaum.

4 48. Kiara Bramasco received her undergraduate degree, magna cum laude, from Loyola
5 Marymount University in Political Science, and then received her JD from Loyola Law School in
6 2018. She then spent several years with well-known plaintiff's firm Moss Bollinger, first as a law
7 clerk and then as an associate, where her practice focused on employment law, particularly wage
8 and hour class action and PAGA litigation. She joined Crosner Legal in 2021 and is head of the
9 Firm's Pre-Litigation Department.

10 49. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a 1995
11 graduate *cum laude* of the University of San Diego School of Law, where he was selected to the
12 Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation associate with Ross
13 Dixon & Bell, LLP (now Troutman Pepper Locke LLP), in Orange County, California, where his
14 practice focused on complex business, employment, and insurance coverage disputes. In 2003, he
15 became associated with Dostart Clapp & Coveney, LLP, then one of the premiere plaintiffs' wage
16 and hour class action firms in California. In 2008, he founded the Law Offices of J. Kirk Donnelly,
17 APC and, in January 2019, also became Of Counsel to Crosner Legal, P.C. Since 2003, his practice
18 has focused on representing plaintiffs in wage and hour and consumer law matters, including both
19 class actions and individual matters. He has served as class/lead counsel in over 50 wage and hour
20 class and PAGA actions.

21 50. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
22 action settlements while serving as lead class counsel in recent years, including but not limited to
23 a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
24 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
25 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
26 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
27 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)),
28 a \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises,*

1 *Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage
2 and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-
3 2160 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v.*
4 *Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15
5 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case
6 No. 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in
7 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara
8 Cty. Super Ct.); a \$2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al.*
9 *v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million
10 dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*,
11 Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class
12 action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty.
13 Super. Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v.*
14 *FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38
15 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*,
16 Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action
17 settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino
18 Cty. Super. Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo*
19 *Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million
20 wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*,
21 Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action
22 settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super.
23 Court); a \$1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case
24 No. 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class
25 settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super.
26 Ct); a \$1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature*
27 *Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage
28 and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No.

1 CIVSB2229072 (San Bernardino Cty. Super Ct.); a \$1 million wage and hour class action
2 settlement in 2025 in *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior
3 Ct); a \$3.9 million wage and hour class action settlement in 2025 in *Bolanos et al. v. Newport*
4 *Fab*, Case No. 30-2022-01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a \$5,093,537.50
5 wage and hour class action settlement in 2025 in *Deaver et al. v Blue Diamond Growers*, Case
6 No. 34-2022-00316490-CU-OE-GDS (Sacramento Cty. Super. Ct.); a \$5.6 million wage and hour
7 class action settlement in 2025 in *Goodwin et al. v Save Mart*, Case No. STK-CV-UOE-2023-
8 0002062 (San Joaquin Cty. Super. Ct.); a \$2.85 million wage and hour class action settlement in
9 2025 in *Munoz et al. v XPO Logistics*, Case No. 23CV003704 (Sacramento Cty. Super. Ct.); and
10 a \$1.3 million wage and hour class action settlement in 2025 in *Bui v. Spectrum Lifesciences*, Case
11 No. 22STCV12522 (Los Angeles Cty. Super. Ct.).

12 51. Based upon the qualifications and experience set forth above, the following hourly
13 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M.
14 Crosner \$850/hour, Jamie Serb and Sepideh Ardestani \$800/hour, J. Kirk Donnelly \$950/hour;
15 Kiara Bramasco \$650/hour, and Branden Hamilton \$600/hour.

16 52. Plaintiff requests the Court apply the above hourly billing rates in this case, as these
17 rates are reasonable in the California legal market for attorneys handling wage and hour class
18 actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side wage
19 and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for partner-level
20 attorneys with experience comparable to mine and to that of my colleagues. These rates have range
21 from \$650 to \$850 per hour for calendar years 2017-2021. Some examples include attorney Matthew
22 Matern of Matern Law Group in Los Angeles, with approximately 26 years of experience \$850/hour
23 (2018); Craig Ackermann of Ackermann & Tilajef, PC with approximately 25 years of experience
24 \$850/hour (2021), Michael Malk of Malk APC in Los Angeles, with approximately 16 years of
25 experience \$650/hour (2018), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San
26 Diego, 35 years and 45 years of experience respectively, both \$825/hour (2018), Jason Ehrlich of
27 McCormack & Ehrlich LLP in San Francisco, with approximately 17 years of experience \$750/hour
28 (2017), and James Kawahito of Kawahito Law Group in Los Angeles, with approximately 16 years

1 of experience \$750/hour (2020).

2 53. The requested rates also comport with the adjusted Laffey Matrix, which provides
3 that a reasonable hourly rate for attorneys with 20+ years of experience, such as Mr. Donnelly is
4 over \$1,000, and a reasonable rate for an attorney with 10+ years of experience, such as myself and
5 Mr. Crosner, is well over \$800. The adjusted Laffey Matrix may be found at
6 <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article, "Billable Hours
7 Aren't the Only Game in Town Anymore," NATIONAL LAW JOURNAL, which set forth the
8 following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading firm
9 in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-hour
10 class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335,
11 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.36

12 54. After the analysis above, Crosner Legal's lodestar is \$242,560, based on 305.0
13 attorney hours spent litigating this case through the filing of this motion. Further, we will almost
14 certainly spend additional time addressing settlement administration matters, responding to class
15 member questions, etc. As noted, Crosner Legal has represented Plaintiff for over three years with
16 respect to this matter and has expended a significant amount of time and resources in that
17 representation. We agreed to litigate this case on a purely contingent basis and assumed
18 considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with
19 these cases in general. Under all relevant factors (as outlined herein and in the accompanying
20 memorandum), Plaintiff respectfully requests the Court award her counsel the requested fees of
21 \$260,000 based on the common fund theory with a corresponding lodestar cross-check and modest
22 1.07 upward modifier. Crosner Legal will not share any fees awarded with any other attorney or law
23 firm.

24 55. This case posed considerable contingent risk, for the reasons addressed above; if
25 there had been recovery then Crosner Legal would not have received any fees for the time invested
26 litigating the case. Throughout the pendency of this case, Crosner Legal has received no
27 compensation or reimbursement for its efforts representing Plaintiff and the Class.

28 56. Crosner Legal assumes a great deal of contingent risk in every wage and hour class

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

15 57. Class Counsel's litigation costs and expenses are capped at \$29,000 under the terms
16 of Settlement Agreement. A true and correct summary of the costs and expenses incurred by my
17 firm is set forth below, and all costs are itemized in Exhibit 3 hereto:

18

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$4,151.44
Mediation Fees	\$13,000.00
Expert Fees	\$1,330.00
PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$18,556.44

24

25 58. All of these costs were necessary for the successful litigation of the case and are
26 reasonable in amount. I respectfully request the Court approve reimbursement of Crosner Legal's
27 litigation costs and expenses in the amount of \$18,556.44.

28 59. For all the foregoing reasons, I respectfully request that the Court approve the
19
**SERB DECL. ISO MOTION FOR FINAL APPROVAL OF CLASS ACTION, COLLECTIVE ACTION,
AND PAGA SETTLEMENT, AND REQUEST FOR ATTORNEY'S FEES AND COSTS**

1 settlement in all particulars.

2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct. Executed this 19th day of August 2026, at San Diego, California.

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Declarant

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Exhibit 1

Exhibit 2

**Burklund v. Garden Grove Unified School District
Orange County Superior Court Case Nos.
30-2022-01260573-CU-OE-CXC and 30-2022-01258164-CU-OE-CXC**

SUMMARY OF ATTORNEY TIME / LODESTAR FEES

Total Attorneys' Hours: 305.0
Total Lodestar Fees: \$242,560.00

FIRM/ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
CROSNER LEGAL, PC				
Sepideh Ardestani	2010	105.9	\$800	\$84,720.00
Zachary Crosner	2010	75.0	\$850	\$60,000.00
Jamie Serb	2013	86.8	\$800	\$69,440.00
Branden Hamilton	2011	3.3	\$650	\$2,145.00
J. Kirk Donnelly	1995	20.0	\$950	\$19,000.00
Kiara Bramasco	2011	26.3	\$650	\$17,095.00
TOTAL**	--			

***** This does not include anticipated attorney time to take the case through the approval process, attend the hearing and any supplemental hearings, provide supplemental briefings or declarations, work with defense counsel and settlement administrator regarding funding, distribution, tax forms, answer settlement group member questions, etc.***

Burklund v. Garden Grove Unified School District
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Crosner Legal Time Report Detailed
Sepideh Ardestani

Date	Hourly Rate	Time Spent	Fee	Description of Work Performed
3/11/2022-12/1/2025	\$800	5.6	\$4480	Several calls/emails with client re update (throughout the litigation)
3/11/2022-12/1/2025	\$800	6.7	\$5360	Several calls/emails with OC (throughout the litigation)
3/10/2022	\$800	3.0	\$3200	Review case file and send email to OC to start discussions re litigation
3/11/2022	\$800	0.4	\$320	Call with client re introduction and case strategy
3/15/2022	\$800	3.5	\$2800	Review client's CBA and conduct case law research re CBA class/paga actions
5/5/2022	\$800	5.0	\$4000	Review Def's motion to stay and accompanying documents
6/8/2022	\$800	4.0	\$3200	Attend court case management conference in person- federal court
9/7/2022	\$800	3.6	\$2880	Draft second amendment complaints and stip and order to file FAC
9/27/2022	\$800	2.5	\$2000	Draft joint ISC statement plus revisions
9/27/2022	\$800	1.3	\$1040	Draft joint report – rule 26(f) in federal court
10/25/2022	\$800	4.0	\$3200	Draft first set of discovery
12/1/2022	\$800	2.8	\$2240	Review Def's responses to first set of discovery
12/15/2022	\$800	4.0	\$3200	Draft stip and order to continue motion for class certification
12/17/2022	\$800	5.5	\$4400	Draft meet and confer letter re discovery issues
12/17/2022	\$800	3.5	\$2800	Draft Belaire west notice plus revisions
1/30/2023	\$800	3.8	\$3040	Draft first set of discovery in federal court
1/31/2023	\$800	1.1	\$880	Review/revise stip and order to extend time to respond to Plaintiff's complaint
2/1/2023	\$800	1.9	\$1520	Review responses to first set of discovery in

Burklund v. Garden Grove Unified School District
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				federal court
3/4/2023	\$800	0.8	\$640	Draft notice of taking depo of PMK
3/25/2023	\$800	2.9	\$2320	Draft responses to Def's discovery to Plaintiff
5/1/2023	\$800	6.4	\$5120	Draft mediation brief
5/2/2023	\$800	0.9	\$720	Calls/emails with expert re damage model
5/3/2023	\$800	3.9	\$3120	Review all informal discovery for mediation
5/3/2023	\$800	6.5	\$5200	Draft motion to continue class cert motion – ex parte
5/6/2023	\$800	1.6	\$1280	Draft second amendment complaints and stip and order to file SAC
5/12/2023	\$800	8.1	\$6480	Attend mediation
5/17/2023	\$800	0.8	\$640	Draft MOU plus revisions
6/25/2023	\$800	3.4	\$2720	Draft settlement agreement plus revisions
8/4/2023	\$800	3.5	\$2800	Draft third amended complaint and stip and order to file TAC
8/31/2023	\$800	0.8	\$640	Draft stip of dismissal of class action
12/1/2024	\$800	2.2	\$1760	Review/revise MPA plus revisions
11/15/2025	\$800	1.9	\$1520	Review/revise MFA plus revisions
TOTAL:	--	105.9	\$84,720.00	--

**Burklund v. Garden Grove Unified School District
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**Crosner Legal Time Report Detailed
Zachary Crosner**

Date	Hourly Rate	Time Spent	Fee	Description of Work Performed
2/3/2022	\$850	2.7	\$2,295.00	Review intake review & discussion about claims, case value, strategy
2/21/2022	\$850	2.2	\$1,870.00	Review records request draft and defendant research, pre-exhaustion research, etc
2/22/2022	\$850	0.5	\$425.00	Review client's wage statement & client update
3/8/2022	\$850	3.4	\$2,890.00	Review/revise PAGA Notice
3/11/2022	\$850	0.4	\$340.00	Client update
3/18/2022	\$850	0.7	\$595.00	Review City's reply to records request and internal discussion
3/29/2022	\$850	0.3	\$255.00	Review OC Dept of Education rejection notice
5/4/2022	\$850	4.5	\$3,825.00	Review/revise class complaint & follow up discussions re. defendants/claims/etc.
5/6/2022	\$850	0.5	\$425.00	Client update
5/10/2022	\$850	3.1	\$2,635.00	Review & internal discussion re. def's records production
5/14/2022	\$850	3.4	\$2,890.00	Review/revise PAGA only complaint
6/1/2022	\$850	1.2	\$1,020.00	Discussion re. adding wage statement claim against public entity & additional research
6/8/2022	\$850	1.6	\$1,360.00	Review OC's correspondence and removal docs & meet/confer, internal discussion
6/18/2022	\$850	0.9	\$765.00	Review/revise FAC
6/22/2022	\$850	1.3	\$1,105.00	Further review & internal discussion re. FAC

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7/5/2022	\$850	2.7	\$2,295.00	Review of Def's CBA and internal strategy discussion/analysis, review of Sargent case
7/22/2022	\$850	0.5	\$425.00	Discussion w/ team about further amendment - SAC
9/1/2022	\$850	0.2	\$170.00	Review court's Order granting leave to amend
9/6/2022	\$850	0.3	\$255.00	Client update
10/19/2022	\$850	4.8	\$4,080.00	Review/revise P's written discovery (RFPs & Sroggs)
11/15/2022	\$850	1.5	\$1,275.00	Internal strategy session; discussion re. experts needed for certification, etc.
11/29/2022	\$850	1.1	\$935.00	Review OC's correspondence re. discovery response continuance request & internal discussion re. mediation scheduling/mediators to propose
12/5/2022	\$850	2.3	\$1,955.00	Review/revise P's additional written discovery (RFPs/Sroggs Set 2)
12/12/2022	\$850	0.9	\$765.00	Discussion & review of stip to continue class cert
1/4/2023	\$850	3.6	\$3,060.00	Review Def's written discovery responses & doc production
1/26/2023	\$850	1.8	\$1,530.00	Review of Def's additional discovery responses & internal discussions in light of mediation
1/28/2023	\$850	0.2	\$170.00	Review of Court's Order on ex parte motion for continuance of class cert
2/22/2023	\$850	2.6	\$2,210.00	Review def's written discovery propounded to plaintiff & internal discussion
4/10/2023	\$850	3.9	\$3,315.00	Review/revise mediation brief
4/14/2023	\$850	3.5	\$2,975.00	Review def's doc production & class data for mediation
4/16/2023	\$850	0.7	\$595.00	Review/revise Belaire West Notice
4/18/2023	\$850	1.4	\$1,190.00	Discussion about min wage claim and additional research

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4/24/2023	\$850	1.1	\$935.00	Internal discussion re. mediation cancellation, cancellation fee recovery, rescheduling w/ Tripper, next steps, etc.
4/28/2023	\$850	0.3	\$255.00	Review OC's meet/confer email re. judgment on the pleadings
5/15/2024	\$850	4.8	\$4,080.00	Review supp class data production & P's expert damages analysis, and additional mediation prep/discussions
2/22/2025	\$850	3.2	\$2,720.00	Review/revise motion for preliminary approval and accompanying docs
7/24/2025	\$850	0.4	\$340.00	Review Court's order granting prelim approval
TOTAL:	--	68.5	\$58,225.00	--

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**Crosner Legal Time Report Detailed
Jamie Serb**

Date	Hourly Rate	Time Spent	Fee	Description of Work Performed
9/16/22	\$800	0.4	\$ 320.00	R/r internal ems re potential stip/order continuance
9/16/22	\$800	0.2	\$ 160.00	Rev ems to/fr OC re continuance
9/28/22	\$800	0.1	\$ 80.00	Rev ems re continuance not needed
10/4/22	\$800	0.3	\$ 240.00	Call w/SA re fed scheduling conference in session
10/4/22	\$800	0.5	\$ 400.00	Internal ems re scheduling conference
10/5/22	\$800	0.3	\$ 240.00	Rev ems re fed scheduling dates
10/5/22	\$800	0.2	\$ 160.00	Internal ems re notice of ruling
10/6/22	\$800	0.2	\$ 160.00	Internal ems re mediation
10/18/22	\$800	0.3	\$ 240.00	R/r internal ems re discovery
10/19/22	\$800	0.2	\$ 160.00	R/r internal ems re discovery; PAGA case
10/24/22	\$800	0.4	\$ 320.00	R/r internal ems re discovery
10/24/22	\$800	0.2	\$ 160.00	Rev ems re discovery withdrawal
10/27/22	\$800	0.7	\$ 560.00	Review/revise discovery
11/17/22	\$800	0.4	\$ 320.00	R/r ems to experts re certification
11/17/22	\$800	0.2	\$ 160.00	Internal ems re experts
11/17/22	\$800	0.2	\$ 160.00	Rev ems re 30(b)(6) depo
11/18/22	\$800	0.5	\$ 400.00	Internal ems re experts
12/1/22	\$800	0.3	\$ 240.00	Rev ems re mediators

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12/1/22	\$800	0.2	\$ 160.00	Internal em exch re mediators
12/2/22	\$800	0.2	\$ 160.00	R/r ems re mediator availability
12/5/22	\$800	0.9	\$ 720.00	Review and revise discovery
12/7/22	\$800	0.3	\$ 240.00	Rev ems re discovery final copies
12/12/22	\$800	0.2	\$ 160.00	Rev ems re discovery extension
12/14/22	\$800	0.2	\$ 160.00	Review stip and proposed order
12/14/22	\$800	0.4	\$ 320.00	Rev ems re stip/order
12/15/22	\$800	0.2	\$ 160.00	Rev ems re stip filing
12/22/22	\$800	0.2	\$ 160.00	Em exch re discovery extension
12/27/22	\$800	0.3	\$ 240.00	Internal em exch re discovery/strategy
12/30/22	\$800	1.3	\$ 1,040.00	Rev discovery responses
1/5/23	\$800	0.5	\$ 400.00	Rev em exch re joint report/mediation
1/10/23	\$800	0.3	\$ 240.00	Rev em exch re mediation
1/12/23	\$800	0.2	\$ 160.00	Rev ems fr mediator's office
1/13/23	\$800	0.4	\$ 320.00	R/r internal ems re PAGA matter, pending cert deadlines, and mediation
1/18/23	\$800	0.1	\$ 80.00	Rev em re meet & confer
1/20/23	\$800	0.2	\$ 160.00	Rev em re stip denial
1/24/23	\$800	1.6	\$ 1,280.00	Review def's responses to PAGA discovery
1/27/23	\$800	0.6	\$ 480.00	Rev em exch re ex parte to cont cert deadlines
1/27/23	\$800	0.4	\$ 320.00	Internal em exch re ex parte / strategy
1/30/23	\$800	0.3	\$ 240.00	Rev ems re joint motion in lieu of ex parte
1/31/23	\$800	0.2	\$ 160.00	R/r internal em re ex parte
1/31/23	\$800	0.6	\$ 480.00	Review ex parte app

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2/1/23	\$800	0.2	\$ 160.00	Review order granting ex parte
2/1/23	\$800	0.3	\$ 240.00	Internal em exch re order granting ex parte
2/2/23	\$800	0.2	\$ 160.00	Rev ems re meet & confer
2/2/23	\$800	0.8	\$ 640.00	Rev meet & confer letter
2/2/23	\$800	0.2	\$ 160.00	Internal em exch re meet & confer letter
2/8/23	\$800	0.3	\$ 240.00	Rev em exch re meet & confer re discovery
2/10/23	\$800	0.2	\$ 160.00	Rev em exch re discovery
2/13/23	\$800	0.2	\$ 160.00	Rev em exch re discovery / deadlines
2/21/23	\$800	0.3	\$ 240.00	Rev em exch re discovery deadline ext.
2/21/23	\$800	0.4	\$ 320.00	Rev Def's RFPs and SROGS
3/6/23	\$800	0.3	\$ 240.00	Rev em exch re discovery, verifications
3/9/23	\$800	0.6	\$ 480.00	Rev def's docs and discuss with SA
3/15/23	\$800	0.3	\$ 240.00	Discussion w/SA re strategy and PAGA case
3/17/23	\$800	0.3	\$ 240.00	Discussion w/SA re staying PAGA case
3/22/23	\$800	0.2	\$ 160.00	Rev em exch re class list production
3/28/23	\$800	0.3	\$ 240.00	Rev em exch re class list, PO, BW notice
4/5/23	\$800	0.4	\$ 320.00	Rev em exch re discovery issues, BW notice
4/7/23	\$800	0.3	\$ 240.00	Rev em exch re stay, depo availability
4/10/23	\$800	0.6	\$ 480.00	Rev em exch and discuss w/SA re BW notice and sampling
4/11/23	\$800	1.0	\$ 800.00	Rev em exch re BW notice and discuss sampling w/expert
4/12/23	\$800	0.6	\$ 480.00	Rev Def's motion to stay
4/13/23	\$800	0.8	\$ 640.00	Rev em exch w/expert and discuss w/SA

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4/14/23	\$800	0.3	\$ 240.00	Rev em exch re data production
4/18/23	\$800	0.3	\$ 240.00	Internal discussion re mediation brief
4/18/23	\$800	1.9	\$ 1,520.00	Review/revise mediation brief
4/18/23	\$800	0.3	\$ 240.00	Rev em exch re mediation continuance; discuss w/SA
4/19/23	\$800	0.4	\$ 320.00	Internal em exch re mediation dates, coverage
4/20/23	\$800	0.3	\$ 240.00	Internal em exch re mediation date
4/20/23	\$800	0.3	\$ 240.00	Rev em exch re: mediators
4/20/23	\$800	0.2	\$ 160.00	Internal em exch re case strategy
4/21/23	\$800	0.1	\$ 80.00	Rev em re mediation date
4/21/23	\$800	0.2	\$ 160.00	Review and revise depo notice
4/24/23	\$800	0.5	\$ 400.00	Rev em exch re mediation w/Tripper
4/24/23	\$800	0.7	\$ 560.00	Rev em exch w/mediator's office and rev docs fr mediator's office
4/24/23	\$800	0.4	\$ 320.00	Rev em exch re depo, BW notice, cert cont.
4/25/23	\$800	0.5	\$ 400.00	Internal em exch re payment of mediator's fee
4/26/23	\$800	0.3	\$ 240.00	Em exch w/OC re mediator's fee
4/26/23	\$800	0.2	\$ 160.00	Em exch w/mediator's office
4/27/23	\$800	0.3	\$ 240.00	Rev em exch re BW notice and depo accommodations
4/28/23	\$800	0.8	\$ 640.00	Review OC's meet & confer and discuss w/SA
5/1/23	\$800	0.7	\$ 560.00	Internal em exch re case progress/plan
5/1/23	\$800	0.4	\$ 320.00	Rev em exch re BW notice
5/1/23	\$800	0.9	\$ 720.00	Review and revise ex parte app and discuss w/SA

Burklund v. Garden Grove Unified School District
Orange County Superior Court Case Nos.
30-2022-01260573-CU-OE-CXC and 30-2022-01258164-CU-OE-CXC

5/1/23	\$800	0.4	\$ 320.00	Review exhibits to ex parte app and advise SA of same
5/2/23	\$800	0.1	\$ 80.00	Internal em re depo cancellation
5/3/23	\$800	0.3	\$ 240.00	Rev em exch re class cert deadlines
5/3/23	\$800	0.1	\$ 80.00	Oversee filing of ex parte app
5/4/23	\$800	0.2	\$ 160.00	Review em and docs from mediator's office and authorize payment
5/4/23	\$800	0.2	\$ 160.00	R/r ems re BW translation, cost, admin, depo dates
5/4/23	\$800	0.6	\$ 480.00	Em exch w/potential expert
5/4/23	\$800	0.2	\$ 160.00	Internal em exch re expert
5/5/23	\$800	0.3	\$ 240.00	Rev ems fr expert
5/10/23	\$800	4.9	\$ 3,920.00	Review and revise mx for cert, accompanying docs; advise SA of add'l argument and strategy
5/10/23	\$800	0.1	\$ 80.00	Review court's order granting cert extension
5/12/23	\$800	1.6	\$ 1,280.00	Review updated mediation brief and exhs
5/15/23	\$800	0.1	\$ 80.00	Review summary data
5/15/23	\$800	0.4	\$ 320.00	Review damage models for mediation
5/16/23	\$800	10.1	\$ 8,080.00	Prepare for and attend mediation
5/17/23	\$800	0.2	\$ 160.00	Rev em exch re MOU
6/5/23	\$800	0.2	\$ 160.00	Rev em exch re settlement agreement
6/6/23	\$800	0.1	\$ 80.00	Rev em re admin selection
6/8/23	\$800	0.1	\$ 80.00	Rev em re settlement agreement and FAC
6/15/23	\$800	0.1	\$ 80.00	Rev em re admin bids
6/21/23	\$800	0.1	\$ 80.00	Rev em re Def's mx to stay

Burklund v. Garden Grove Unified School District
Orange County Superior Court Case Nos.
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6/22/23	\$800	0.3	\$ 240.00	Rev em exch re Def's motion to stay & ct's orders
6/26/23	\$800	0.1	\$ 80.00	Rev em re status of Def's review of FAC docs
7/5/23	\$800	0.1	\$ 80.00	Rev em re status of Def's review
7/6/23	\$800	0.1	\$ 80.00	Rev em re Def's status update
7/21/23	\$800	0.1	\$ 80.00	Rev em re status of Def's review
7/26/23	\$800	0.2	\$ 160.00	Em exch w/OC re status of settlement
8/4/23	\$800	0.2	\$ 160.00	Rev em exch re edits to stip/FAC
8/4/23	\$800	0.2	\$ 160.00	Internal ems re MPA
8/9/23	\$800	0.3	\$ 240.00	Rev em exch re MPA finalization
8/9/23	\$800	0.1	\$ 80.00	Rev em re Def's status w/settlement agreement
8/14/23	\$800	0.2	\$ 160.00	Rev ems re joint report
8/15/23	\$800	0.3	\$ 240.00	Internal em discussion re dismissal
8/22/23	\$800	0.1	\$ 80.00	Rev em re Def's status w/settlement agreement
8/29/23	\$800	0.3	\$ 240.00	Internal em discussion re dismissal
8/23/23	\$800	0.1	\$ 80.00	Review stip to dismiss fed case
8/31/23	\$800	0.2	\$ 160.00	Review Def edits to stip and discuss w/SA
9/5/23	\$800	0.1	\$ 80.00	Rev em re Def's status w/settlement agreement
9/11/23	\$800	0.2	\$ 160.00	Discuss status of Def's review/lack of communication w/SA and advise next steps
9/11/23	\$800	0.2	\$ 160.00	Rev em exch w/mediator
9/11/23	\$800	0.1	\$ 80.00	Em to OC re failure to respond w/settlement agreement edits
9/18/23	\$800	0.2	\$ 160.00	Rev em exch w/mediator
9/20/23	\$800	0.1	\$ 80.00	Rev em fr OC re status of settlement agreement

Burklund v. Garden Grove Unified School District
Orange County Superior Court Case Nos.
30-2022-01260573-CU-OE-CXC and 30-2022-01258164-CU-OE-CXC

9/25/23	\$800	0.1	\$ 80.00	Em OC re status of settlement agreement
10/4/23	\$800	0.1	\$ 80.00	Rev em fr OC re status of settlement agreement
10/11/23	\$800	0.1	\$ 80.00	Rev em re status of settlement agreement
10/13/23	\$800	0.3	\$ 240.00	Rev em fr OC re settlement agreement
10/20/23	\$800	0.1	\$ 80.00	Rev em re joint report
10/24/23	\$800	0.3	\$ 240.00	Rev em exch re settlement agreement
10/26/23	\$800	0.4	\$ 320.00	Internal em exch re status of case
10/30/23	\$800	0.1	\$ 80.00	Rev message from plf
11/2/23	\$800	0.2	\$ 160.00	Rev em exch re finalizing settlement agreement
11/9/23	\$800	0.2	\$ 160.00	Rev em exch re status of settlement agreement
11/30/23	\$800	0.1	\$ 80.00	Rev em re status of Board review
12/13/23	\$800	0.2	\$ 160.00	Rev em exch re status of Board review
1/9/24	\$800	0.2	\$ 160.00	Em exch re Board review
1/31/24	\$800	0.2	\$ 160.00	Rev em exch re joint report
2/7/24	\$800	0.2	\$ 160.00	Rev em exch re Board approval
2/22/24	\$800	0.2	\$ 160.00	Rev em exch re settlement signatures
2/29/24	\$800	0.4	\$ 320.00	Rev em exch re settlement signatures
2/29/24	\$800	0.1	\$ 80.00	Rev internal em re MPA
3/1/24	\$800	0.2	\$ 160.00	Rev em exch w/admin
3/5/24	\$800	0.1	\$ 80.00	Rev em re MPA
3/12/24	\$800	0.2	\$ 160.00	Rev em exch re MPA
3/13/24	\$800	0.3	\$ 240.00	Internal em exch re MPA
3/20/24	\$800	0.2	\$ 160.00	Rev em re MPA and discuss internally
3/21/24	\$800	0.3	\$ 240.00	Internal em exch re MPA

Burklund v. Garden Grove Unified School District
Orange County Superior Court Case Nos.
30-2022-01260573-CU-OE-CXC and 30-2022-01258164-CU-OE-CXC

3/25/24	\$800	0.2	\$ 160.00	Internal em exch re revised MPA
3/28/24	\$800	0.2	\$ 160.00	Internal em exch re MPA
4/2/24	\$800	0.3	\$ 240.00	Rev internal em exch re finalizing MPA
6/20/24	\$800	0.2	\$ 160.00	Review tentative ruling on MPA
10/1/24	\$800	0.2	\$ 160.00	Rev em exch re MPA suppl briefing
10/1/24	\$800	0.3	\$ 240.00	Internal discussion re OC not at firm
10/9/24	\$800	0.3	\$ 240.00	Rev em exch re settlement agreement exhs
10/10/24	\$800	0.1	\$ 80.00	Rev internal em re MPA suppl brief
10/15/24	\$800	0.3	\$ 240.00	Rev em exch re suppl MPA brief
10/16/24	\$800	0.4	\$ 320.00	Rev em exch w/admin
10/17/24	\$800	0.9	\$ 720.00	Rev em exch re suppl briefing and supporting docs
10/18/24	\$800	1.4	\$ 1,120.00	Rev em exch re suppl briefing
10/21/24	\$800	0.3	\$ 240.00	Rev em exch re Board approval for amended SA
10/22/24	\$800	0.6	\$ 480.00	Rev em exch re signed SA and final briefing
10/23/24	\$800	1.4	\$ 1,120.00	Rev internal em exch re exhibits and final briefing
10/25/24	\$800	0.1	\$ 80.00	Rev em re continued MPA hearing
3/20/25	\$800	0.3	\$ 240.00	Review tentative ruling
3/20/25	\$800	0.4	\$ 320.00	Em exch re edits to SA and suppl briefing
4/2/25	\$800	0.1	\$ 80.00	Rev message from plaintiff
4/10/25	\$800	1.6	\$ 1,280.00	Revise SA, objection form, and proposed order and em to OC for approval
4/18/25	\$800	0.2	\$ 160.00	Rev em exch re edits
4/30/25	\$800	0.1	\$ 80.00	Rev em re settlement signatures

Burklund v. Garden Grove Unified School District
Orange County Superior Court Case Nos.
30-2022-01260573-CU-OE-CXC and 30-2022-01258164-CU-OE-CXC

5/9/25	\$800	0.2	\$ 160.00	Rev em re signed agreement and internally discuss suppl brief
5/12/25	\$800	0.2	\$ 160.00	Rev em exch re Def's dec
5/15/25	\$800	0.9	\$ 720.00	Internal em exch re suppl briefing; edits to SA and exhs
5/16/25	\$800	0.5	\$ 400.00	Internal em exch re suppl briefing and supporting exhs
5/16/25	\$800	1.8	\$ 1,440.00	Em exch re finalizing filing; obtaining translation fr admin
5/19/25	\$800	0.6	\$ 480.00	Rev em exch w/admin
5/20/25	\$800	0.2	\$ 160.00	Rev internal ems re finalizing briefing
5/22/25	\$800	0.4	\$ 320.00	Rev internal ems re finalizing briefing
5/23/25	\$800	0.4	\$ 320.00	Rev internal ems re finalizing briefing
5/27/25	\$800	0.6	\$ 480.00	Rev internal ems re finalizing briefing
5/29/25	\$800	0.8	\$ 640.00	Rev em exch re translated notice and final drafts of brief
5/30/25	\$800	0.2	\$ 160.00	Rev ems w/admin re translated notice
5/30/25	\$800	0.3	\$ 240.00	Rev internal ems re filing brief
6/2/25	\$800	0.3	\$ 240.00	Rev internal ems re filing brief
7/17/25	\$800	0.7	\$ 560.00	Review MPA tentative ruling and discuss internally
7/18/25	\$800	0.2	\$ 160.00	Review internal ems re suppl briefing
7/21/25	\$800	0.9	\$ 720.00	Rev ems to admin re MPA and edits to PO, notice
7/22/25	\$800	0.8	\$ 640.00	Rev internal em exch re notice, filing
7/28/25	\$800	0.7	\$ 560.00	Rev em exch w/admin re settlement

Burklund v. Garden Grove Unified School District
Orange County Superior Court Case Nos.
30-2022-01260573-CU-OE-CXC and 30-2022-01258164-CU-OE-CXC

8/22/25	\$800	0.1	\$ 80.00	Rev em fr OC re timeline
8/27/25	\$800	0.1	\$ 80.00	Rev em fr admin re timeline
9/16/25	\$800	0.4	\$ 320.00	Rev em exch re class data
9/25/25	\$800	0.2	\$ 160.00	Rev em exch re preliminary calculations
9/30/25	\$800	0.1	\$ 80.00	Rev em confirming notice mailing
10/2/25	\$800	0.5	\$ 400.00	Em exch w/admin re pricing
10/3/25	\$800	0.5	\$ 400.00	Internal em discussion re admin pricing
10/6/25	\$800	0.5	\$ 400.00	Em exch re class members
10/8/25	\$800	0.2	\$ 160.00	Internal em exch re class members
11/3/25	\$800	0.2	\$ 160.00	Internal em exch re class members
11/14/25	\$800	0.1	\$ 80.00	Rev admin report
11/21/25	\$800	0.1	\$ 80.00	Rev admin report
TOTAL:		86.8	\$69,440.00	--

Crosner Legal Time Report Detailed
Branden Hamilton

Date	Hourly Rate	Time Spent	Fee	Description of Work Performed
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Burklund v. Garden Grove Unified School District
Orange County Superior Court Case Nos.
30-2022-01260573-CU-OE-CXC and 30-2022-01258164-CU-OE-CXC

3/9/22	\$650	.7	\$455	Internal discussions/emails re service of paga notice
3/10/22	\$650	.9	\$585	Review email re paga penalties against public entities and case law re same
4/25/22	\$650	.4	\$260	Emails re defendants and claims
5/4/22	\$650	.7	\$455	Review class complaint and filing docs
5/6/22	\$650	.1	\$65	Review email re judicial assignment
5/17/22	\$650	.5	\$325	Review paga complaint and filing emails
	\$650	.5	\$325	Review paga complaint and filing emails
TOTAL:		3.3	\$2,145	

Crosner Legal Time Report Detailed
J. Kirk Donnelly

Date	Hourly Rate	Time Spent	Fee	Description of Work Performed
2/21/24	\$950	3.5		Review and edit draft long form agreement and class notice forms
2/24/24	\$950	2.0		Additional revisions to long form agreement and class notice forms
3/1/24	\$950	7.2		Draft preliminary approval motion and supporting papers
4/10/25	\$950	1.5		Prepare addendum and supplemental papers per Court's tentative
11/25/25	\$950	5.8		Draft final approval and fee motions
TOTAL:	--	20.0		--

Crosner Legal Time Report Detailed

**Burklund v. Garden Grove Unified School District
Orange County Superior Court Case Nos.
30-2022-01260573-CU-OE-CXC and 30-2022-01258164-CU-OE-CXC**

Kiara Bramasco

Date	Hourly Rate	Time Spent	Fee	Description of Work Performed
3.10.22	\$650	6.5	\$4,225	Drafting PAGA Notice
4.21.22	\$650	5.8	\$3,770	Drafting Class Complaint
5.17.22	\$650	5.4	\$3,510	Drafting PAGA only complaint
3.9.22	\$650	2.4	\$1,560	Call with Client re claims, review of Case file
4.29.22	\$650	.8	\$520	Drafting FLSA Form for Client
4.22.22	\$650	1.5	\$975	Internal email re Claims
6.17.22	\$650	1.7	\$1,105	Amending Complaint
6.15.23	\$650	2.2	\$1,430	Drafting Complaint Combining Class and PAGA claims
TOTAL:	--	26.3	\$17,095	--

Exhibit 3

Case Expense Sheet

Case Name :Burklund, Vince (00562) v. Garden Grove Unified School District (Orange County Superior Court Case No.30-2022-01258164-CU-OE-CX)

Matter :00562-Burklund

Total Expense :\$2,191.24

	Date	Expense Category	Notes	Amount
1	1/31/2023	First Legal Fees	COURTESY COPIES - FL INV#10585666 1/31/23 5216478 PDF Crosner Legal PC USDC-SANTA ANA Base Chg : 33.00 9440 Santa Monica Blvd. 411 WEST 4TH STREET PDF/Ship : 27.00 60.00 PDF COURTESY DELIVERY BEVERLY HILLS CA 90210 SANTA ANA CA 92701 Caller: Maria Monterrey 8:22CV01132-DOC-JDEx BURKLUND V GRADEN GROVE NTC OF EX PARTE, PROP ORDER,DECLR DELIVER CC'S TO JUDGE CARTER Signed: delivered Ref: 00562-BURKLUND	\$60.00
2	5/8/2023	First Legal Fees	COURTESY COPIES - FL INV#10618780 5/08/23 5311464 PDF CROSNER LEGAL, P.C. USDC-SANTA ANA Base Chg : 51.75 51.75 433 N. CAMDEN DRIVE 411 WEST 4TH STREET PDF COURTESY DEL.-RUSH BEVERLY HILLS CA 90210 SANTA ANA CA 92701 Caller: Maria Monterrey 8:22-cv-01132 burklund v garden doc 34 COURTESY CPY TO JDGE David O. Carter Signed: Delivered Ref: 00562-BURKLUND	\$51.75
3	5/24/2023	Expert Fees	EXPERT FEES- CK #VV1018 PAID ON 6/7/23 Berger Consulting Group PO Box 261954 Encino, CA 91426 accounting@bergerconsultinggroup.com www.bergerconsultinggroup.com INVOICE BILL TO Crosner Legal 433 N. Camden Dr., Ste. 400 Beverly Hills, California 90211 INVOICE BCG8804 DATE 05/24/2023 CASE HOURS RATE AMOUNT Invoice 8804: Burklund v Garden Grove Unified School District Mediation II \$280.00	\$280.00

				\$15.10
8	3/10/2022	PAGA Notice Filing Fee (LWDA)	3/10/2022 LWDA Case No. LWDA-CM-872838-22 Law Firm : Crosner Legal PC Plaintiff Name : Vince Burklund Employer: Garden Grove Unified School District et. al. Filing Fee : \$75.00 IFP Claimed : No	\$75.00
9	5/5/2022	First Legal Fees	FL Invoice 10500983 - Complex Case Filing Fee	\$1,528.15
10	5/21/2022	Service of Process (other)	Control #250 Service of Process – REGULAR Party to Serve: HUMAN RESOURCES MANAGER on behalf of GARDEN GROVE UNIFIED SCHOOL DISTRICT, a California public school district Documents: 10331 STANFORD AVE., GARDEN GROVE, CA 92840 Attempts: 1 Date Served: 5/9/2022 Base Charge: \$70.00 Fuel Charge: \$15.09 Additional Charges: \$9.90	\$94.99
12	8/31/2023	First Legal Fees	FIRST AMENDED COMPLAINT - FL INV#10656880 8/15/23 5408880 DEF Crosner Legal PC Orange Civil Base Chg : 9.50 9440 Santa Monica Blvd. Electronic Filing Addt'lChgs: 2.25 11.75 DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Caller: Mathew Adame 30-2022-01260573-CU-OE-CX Vince Burklund vs. Garden Grove Unified School Dis PLAINTIFFS FIRST AMENDED CLASS AND REPRESENTATIVE ACTION Env#: 8039123 Signed: Rejected Ref: 00562 - BURKLUND	\$11.75
13	9/8/2023	First Legal Fees	THIRD AMENDED COMPLAINT - FL INV#10663873 8/25/23 5422066 DEF Crosner Legal PC Orange Civil Base Chg : 9.50	\$11.75

			9440 Santa Monica Blvd. Electronic Filing Addt'lChgs: 2.25 11.75 DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Caller: Mathew Adame 30-2022-01260573-CU-OE-CX Vince Burklund vs. Garden Grove Unified School Dis PLAINTIFFS THIRD AMENDED CLASS AND REPRESENTATIVE ACTION Env#: 8113312 Signed: Accepted Ref: 00562 - BURKLUND	
14	8/15/2023	First Legal Fees	REJECTED FAC - FL INV#10650700 8/08/23 5400698 DEF Crosner Legal PC Orange Civil Base Chg : 9.50 9440 Santa Monica Blvd. Electronic Filing Addt'lChgs: 2.25 11.75 DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Caller: Mathew Adame 30-2022-01260573-CU-OE-CX Vince Burklund vs. Garden Grove Unified School Dis PLAINTIFFS FIRST AMENDED CLASS AND REPRESENTATIVE ACTION Env#: 7998099 Signed: Rejected Ref: 00562 - BURKLUND	\$11.75
15	8/8/2023	First Legal Fees	DEC OF NICOLE BENCH - FL INV#10649316 8/08/23 5401269 DEF Crosner Legal PC Santa Clara Civil Base Chg : 9.50 9440 Santa Monica Blvd. Electronic Filing Addt'lChgs: 5.75 15.25 DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Caller: Mathew Adame 21CV382467 Duong, et al. v. Loan Factory, Inc., et al. DECLARATION OF NICOLE BENCH OF ILYM GROUP, INC., REGARDI Env#: 8000560 Signed: Accepted Ref: 00562 - BURKLUND	\$15.25
16	5/13/2022	First Legal Fees	FL Invoice 10501970 - File Proof of Service of Summons	\$35.75

Total Expense: \$2,191.24

Case Expense Sheet

Case Name :Burklund, Vince (00601) v. Garden Grove Unified School District (Orange County Superior Court 30-2022-01260573-CU-OE-CXC)

Matter :00601-Burklund

Total Expense :\$16,382.30

Date		Expense Category	Notes	Amount
1	4/8/2024	First Legal Fees	AMENDED MEMO OF POINTS - FL INV#10769452 4/02/24 5676549 DEF Crosner Legal PC Orange Civil Base Chg : 11.95 9440 Santa Monica Blvd. Electronic Filing Addt'Ichgs: 2.25 14.20 DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Caller: Maria Monterrey 30-2022-01260573-CU-OE-CX Vince Burklund vs. Garden Grove Unified School Dis AMENDED MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT Env#: 9383708 Signed: SUBMITTED Ref: 00601-BURKLUND	\$14.20
2	3/15/2024	First Legal Fees	NOTICE OF MOTION FOR PRELIM APPROVAL - FL INV#10755390 3/12/24 5650597 DEF Crosner Legal PC Orange Civil Base Chg : 11.95 9440 Santa Monica Blvd. Electronic Filing Addt'Ichgs: 2.25 DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Adv/Wit Ck: 60.00 Caller: Maria Monterrey Check Chg : 2.40 76.60 30-2022-01260573-CU-OE-CX Vince Burklund vs. Garden Grove Unified School Dis NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF Env#: 9253561 Signed: SUBMITTED Ref: 00601-BURKLUND Invoice Amount: 16.60 Fees Advanced: 60.00 : 76.60	\$76.60
3	1/12/2023	Mediation Fee	MEDIATION - SIGNATURE RESOLUTION - Inv#41618 - CK #VV955 PAID ON 3/22/23. Signature Resolution 633 West 5th Street, Suite 1000 Los Angeles, California 90071 (213) 622-1002 BILL TO Sepideh Ardestani, Esq. Michael R. Crosner, Esq. Zachary M. Crosner, Esq. Jamie K. Serb, Esq. CROSNER LEGAL, PC 9440 Santa Monica Boulevard Suite 301 Beverly Hills, CA 90210 CASE NAME Burklund v. Garden Grove Unified School District INVOICE NO. DATE	\$9,950.00

			DUE DATE 41618 01/12/2023 03/22/2023 DATE SERVICE QTY RATE AMOUNT 04/19/2023 One Time Administrative Fee 1 450.00 450.00 04/19/2023 50% of Full Day Mediation (10 hours total: 8 hours hearing, 2 hours prep) 5 1,900.00 9,500.00 TOTAL \$9,950.00 BALANCE DUE \$9,950.00 Please note that the parties are responsible for the time reserved. Unused hearing time is non-refundable. Please make all checks payable to: Signature Resolution LLC. Our Tax ID number is 82-2623581. Signature Resolution 633 West 5th Street, Suite 1000 Los Angeles, California 90071 (213) 622-1002 BILL TO Sepideh Ardestani, Esq. Michael R. Crosner, Esq. Zachary M. Crosner, Esq. Jamie K. Serb, Esq. CROSNER LEGAL, PC 9440 Santa Monica Boulevard Suite 301 Beverly Hills, CA 90210 CASE	
4	4/26/2023	Expert Fees	EXPERT FEES - Check #VV1000 PAID ON 5/17/23 Berger Consulting Group DATE: 4/26/2023 P.O. Box 261954 INVOICE # 8588 Encino, CA 91426 FOR: Burklund v Garden Grove Unified School District Mediation Bill To: Crosner Legal AMOUNT \$ 1,050.00 TOTAL \$ 1,050.00	\$1,050.00
6	4/24/2023	Mediation Fee	ORTMAN MEDIATION - Crosner Legal, P.C. - CK#VV981 PAID ON 5/4/23 \$13,000.00	\$13,000.00

			Atkinson, Andelson, Loya, Ruud & Romo \$13,000.00 (Defense: If this invoice is paid by the Employer, please pay the Employer's portion ONLY – NOT the total amount of the invoice.) Total Fees (combined amongst all parties) \$26,000.00 PAYMENT DUE: May 8, 2023 Please return THIS COPY with your PAYMENT and INVOICE NUMBER on Payment. IF PAYING BY WIRE TRANSFER/ACH, please reference case name and invoice number. OUR TAX ID NUMBER IS: 82-1691801 PAYMENT BY CHECK SHOULD BE SENT TO (Please note our new mailing address): Ortman Mediation, Inc. 5100-B1 Clayton Road #368 Concord, California 94521-3165	
7	1/23/2023	First Legal Fees	NOTICE OF RULING - FL INV#10584148 1/17/23 5201374 DEF Crosner Legal PC Orange Civil Base Chg : 9.50 9440 Santa Monica Blvd. Electronic Filing Addt'lChgs: 2.25 11.75 DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Caller: Maria Monterrey 30-2022-01260573-CU-OE-CX Vince Burklund vs. Garden Grove Unified School Dis Notice of Ruling - Complex Env#: 6982254 Signed: Accepted Ref: 00601-BURKLUND	\$11.75
8	1/8/2023	First Legal Fees	JOINT CMC STATEMENT - FL INV#10580599 1/06/23 5193516 DEF Crosner Legal PC Orange Civil Base Chg : 9.50 9440 Santa Monica Blvd. Electronic Filing Addt'lChgs: 2.25 11.75 DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Caller: Maria Monterrey 30-2022-01260573-CU-OE-CX Vince Burklund vs. Garden Grove Unified School Dis JOINT INITIAL CASE MANAGEMENT CONFERENCE STATEMENT Env#: 6939443 Signed: Accepted Ref: 00601-BURKLUND	\$11.75

1 2	5/20/2022	Court Filing Fees (Direct Filings through Court Portal - NOT First Legal)	FL Invoice - 10504736 - Initial Complex Filing Fee	\$1,435.00
1 3	8/3/2022	First Legal Fees	FI Invoice 10528514 - Second Amended Complaint	\$35.75
1 4	8/25/2023	First Legal Fees	FL Invoice 10663873- PLAINTIFFS THIRD AMENDED CLASS AND REPRESENTATIVE ACTION	\$11.75
1 5	5/23/2022	Service of Process (other)	FL Invoice 10506078 - Personal Service Of Complaint	\$89.25
1 6	8/29/2022	First Legal Fees	FL Invoice 10537460 - Stipulation and [proposed] Order Re Plaintiffs Leave to file SAC	\$33.50
1 7	5/26/2022	First Legal Fees	FL Invoice10506093 - Proof of service filing	\$35.75
1 8	6/30/2023	First Legal Fees	NOTICE OF RULING - FL INV#10634884 6/27/23 5359840 DEF Crosner Legal PC Orange Civil Base Chg : 9.50 9440 Santa Monica Blvd. Electronic Filing Addt'lChgs: 2.25 11.75 DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Caller: Maria Monterrey 30-2022-01260573-CU-OE-CX Vince Burklund vs. Garden Grove Unified School Dis Notice of Ruling - Complex Env#: 7791537 Signed: Accepted Ref: 00601-BURKLUND	\$11.75
1 9	9/1/2022	First Legal Fees	FL Invoice 10541670 -Second Amended Complaint	\$35.75
2 0	8/15/2023	First Legal Fees	FL Invoice 10656880- PLAINTIFFS FIRST AMENDED CLASS AND REPRESENTATIVE ACTION	\$11.75
2 1	7/11/2022	First Legal Fees	FL Invoice 10520507 - FAC Filing	\$35.75

22	8/8/2023	First Legal Fees	FL Invoice 10650700 - PLAINTIFFS FIRST AMENDED CLASS AND REPRESENTATIVE ACTION	\$11.75
23	1/31/2024	First Legal Fees	JOINT CMC STATEMENT - FL INV#10730335 1/31/24 5600642 DEF Crosner Legal PC Orange Civil Base Chg : 11.95 9440 Santa Monica Blvd. Electronic Filing Addt'lChgs: 2.25 14.20 DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Caller: Mathew Adame 30-2022-01260573-CU-OE-CX Vince Burklund vs. Garden Grove Unified School Dis Joint Status Conference Statement Env#: 9005822 Signed: Accepted Ref: 00601 - BURKLUND	\$14.20
24	8/8/2023	First Legal Fees	STIPULATION - FL INV#10649300 8/04/23 5398091 DEF Crosner Legal PC Orange Civil Base Chg : 9.50 9440 Santa Monica Blvd. Electronic Filing Addt'lChgs: 2.25 DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Adv/Wit Ck: 20.00 Caller: Mathew Adame Check Chg : .80 32.55 30-2022-01260573-CU-OE-CX Vince Burklund vs. Garden Grove Unified School Dis Proposed Stipulation and Order;Exhibit to Joint Stipulat Env#: 7984511 Signed: SUBMITTED Ref: 00601-BURKLUND Invoice Amount: 12.55 Fees Advanced: 20.00 : 32.55	\$32.55
25	6/2/2025	First Legal Fees	11059639DIREFILOrange Civil Electronic FilingDIRECT EFILING Maria Monterrey30-2022-01260573-CU-OE-CXVince Burklund vs. Garden Grove Unified School District, a California public school district SECOND SUPPLEMENTAL DECLARATION OF SEPIDEH ARDESTANI IN	\$15.20
26	6/3/2025	First Legal Fees	11059640PDF/DELOCSC-COMPLEX LITIGATION 751 W. SANTA ANA BLVDSANTA ANA Maria Monterrey30-2022-01260573-CU-OE-CXVince Burklund vs. Garden Grove Unified School District, a California public school district SECOND SUPPLEMENTAL DECLARATION OF SEPIDEH ARDESTANI IN COURTESY CPY TO JDGEDEPT. CX-104	\$120.75
27	7/23/2025	First Legal Fees	11107335 DIREFIL Crosner Legal PC 9440 Santa Monica Blvd. #301 BEVERLY HILLS CA 90210 Orange Civil Electronic Filing DIRECT EFILING CA 00000 Maria Monterrey 30-2022-01260573-CU-OE-CX Vince Burklund vs. Garden Grove Unified School District, a California public school district [PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;Proposed Order (Cover Sheet) (Electronic Filing);Proof of eService;[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT	\$15.20
28	7/23/2025	First Legal Fees	11107336 PDF/DEL Crosner Legal PC 9440 Santa Monica Blvd. #301 BEVERLY HILLS CA 90210 OCSC-COMPLEX LITIGATION 751 W. SANTA ANA BLVD SANTA ANA CA 92701 Maria Monterrey 30-2022-01260573-CU-OE-CX Vince Burklund vs. Garden Grove Unified School District,	\$70.75

			a California public school district [PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVA COURTESY CPY TO JDGEDEPT. CX-104	
30	12/2/2025	First Legal Fees	11231022 EFILRSH OCSC-SANTA ANA 700 CIVIC CENTER DRIVE WEST SANTA ANA CA 92701 Vardui Sarkisian 147.9 30-2022-01260573-CU-OE-CX Vince Burklund vs. Garden Grove Unified School District, a California public school district MEMP/PO/DEC/CVR/MTN/ORDER/POS/DEC	\$147.90
31	12/19/2025	First Legal Fees	11231074 DIREFIL Orange Civil Electronic Filing eFiling CA 00000 Vardui Sarkisian 15.2 30-2022-01260573-CU-OE-CX Vince Burklund vs. Garden Grove Unified School District, a California public school district NOTICE OF ENTRY OF ORDER.pdf	\$15.20
32	5/5/2023	Refund	Refund Check - Signature Resolution	-\$9,950.00
33	5/31/2026	First Legal Fees	17766989 E-FILE Crosner Legal PC BEVERLY HILLS CA 90210Orange Civil Electronic Filing eFiling CA 00000Barbara Brown30-2022-01260573-CU-OE-CX Vince Burklund vs. Garden Grove Unified School District, a California public school district NOTICENOTICE,NOTICE OF WITHDRAWAL OF SEPIDEH ARDESTANI AS COUNSEL OF RECORD FOR PLAINTIFF,	\$38.50

Total Expense: \$16,382.30