

1 ZACHARY M. CROSNER, ESQ. (SBN 272295)  
zach@crosnerlegal.com  
2 JAMIE K. SERB, ESQ. (SBN 289601)  
jamie@crosnerlegal.com  
3 SEPIDEH ARDESTANI, ESQ. (SBN 274259)  
sepideh@crosnerlegal.com  
4 **CROSNER LEGAL, PC**  
5 9440 Santa Monica Blvd. Suite 301  
Beverly Hills, CA 90210  
6 Tel: (866) 276-7637  
Fax: (310) 510-6429

7  
8 Attorneys for Plaintiff MARIO BRICENO

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF LOS ANGELES**

12 MARIO BRICENO, on behalf of himself,  
13 the State of California, and others similarly  
situated and aggrieved,

14 Plaintiff,

15  
16 v.

17 MONOGRAM AEROSPACE  
18 FASTENERS, INC., a Delaware  
corporation; TRIMAS CORPORATION, a  
19 Delaware corporation; and DOES 1-100,  
20 inclusive,

21 Defendants.  
22  
23  
24  
25  
26  
27  
28

Case No.: 22STCV21965

Assigned for All Purposes to:  
Christopher K. Lui  
Dept. 76

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

Date: December 2, 2024  
Time: 8:30 a.m.  
Dept.: 76

1 I, SEPIDEH ARDESTANI, declare as follows:

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

5 **BACKGROUND/LITIGATION HISTORY**

6 2. Defendant Monogram Aerospace Fasteners manufactures, designs, develops and  
7 delivers innovative high-quality aerospace fasteners and products to its customers. It offers a wide  
8 array of products including blind bolts, temporary fasteners, collars, and removal tools. Defendant  
9 TriMas Corporation manufactures various products for the aerospace and industrial markets. It has  
10 approximately 3,500 employees in 13 countries. It acquired Defendant Monogram in the 1990s.  
11 Plaintiff Briceno worked for Monogram as a machine operator from 2010 through May 2021.

12 3. Plaintiff submitted his PAGA notice letter to the LWDA on April 21, 2021, and  
13 timely exhausted all administrative remedies. Plaintiff did not receive notice from the LWDA that  
14 it intended to investigate the alleged violations outlined in his PAGA letter.

15 4. On July 7, 2022, Plaintiff filed a representative complaint seeking penalties under  
16 PAGA for Defendants' alleged failure to pay all minimum wages, overtime wages, premium wages  
17 in lieu of missed and denied meal and rest periods, failure to reimburse business expenses and failure  
18 to pay all wages due at separation of employment to Plaintiff and Aggrieved Employees, defined as  
19 all current or former non-exempt employees that worked for Defendants in California during the  
20 PAGA Period of May 3, 2021 to the present. On July 7, 2022, Plaintiff filed a separate class action  
21 complaint on behalf of himself and other Class Members defined as "all current and former non-  
22 exempt employees that worked either directly or via a staffing agency for [Monogram Aerospace  
23 Fasteners, Inc. and/or TriMas Corporation] in California at any time from April 21, 2020 to the  
24 present." Plaintiff based his class claims on the same Labor Code violations alleged in the PAGA  
25 complaint. Defendants previously settled a wage and hour class and representative action styled  
26 *Marcela Lopez v. Monogram Aerospace Fasteners, Inc.*, LASC case number STCV17433, with a  
27 class period that ended April 20, 2020. Accordingly the Class Period in this action begins April 21,  
28 2020.

1           5.       On September 14, 2022, Defendants removed Plaintiff's class action to the U.S.  
2 District Court for the Central District of California, where it remains pending.

3           6.       Thereafter, the Parties engaged in initial written discovery, and after meeting and  
4 conferring agreed to mediate. Defendants then provided Plaintiff with extensive informal discovery  
5 as well, including Plaintiff's personnel, time, and payroll records, time and payroll records for Class  
6 Members, wage statement exemplars, Defendants' employee handbooks, including Defendants'  
7 policies and procedures regarding the payment of wages, the provision of meal and rest breaks,  
8 timekeeping policies (including recording hours), issuance of wage statements, and termination  
9 wages, as well as information regarding the number of putative Class Members who are current and  
10 former employees, the number of PAGA Members, the number of workweeks throughout the Class  
11 Period, and the number of pay periods throughout the PAGA Period. From this information, Plaintiff  
12 was able to analyze Defendants' liability for the claims asserted in this case and, with the assistance  
13 of Plaintiff's experts at Berger Consulting Group, the potential exposure and damages.

14           7.       In June 2023, the Parties participated in mediation with Steve Serratore, Esq., a  
15 respected wage and hour class action mediator. The mediation lasted a full day and the Parties  
16 reached agreement on all major issues and then formally reduced the proposed settlement to the  
17 Agreement now before the Court for approval.

18           8.       In order to fully effectuate the settlement and obtain approval on a global basis,  
19 Plaintiff filed an amended complaint in this Action to add class allegations consistent with the  
20 pending federal action. Plaintiff filed his first amended complaint on July 24, 2023, and the FAC is  
21 operative complaint for purposes of settlement.

22                               **SUMMARY OF THE PROPOSED SETTLEMENT**

23           9.       Under the settlement Defendants will pay \$512,500 into a common fund, the Gross  
24 Settlement Amount ("GSA"). Attorney's fees of up to \$170,833.33 (33.33% of the GSA), litigation  
25 costs of up to \$26,000 (only \$15,683.40 is requested), a representative enhancement of no more than  
26 \$10,000 to Plaintiff, settlement administration costs of \$10,000, and \$50,000.00 for PAGA civil  
27 penalties (of which \$37,500 will go to the California Labor & Workforce Development Agency  
28 ("LWDA") for the State's share of civil penalties and \$12,500 will go to eligible Aggrieved

1 Employees), all will be paid from the GSA. The remainder of around \$255,983 will be allocated  
2 pro rata to the Class Members based on their weeks worked during the Class Period. No portion of  
3 the GSA will revert to Defendants.

4 10. As noted, the settlement obligates Defendants to pay \$512,500 to resolve the  
5 Settlement Class's claims, inclusive of attorney's fees and costs. At least \$255,983 from the GSA  
6 will be distributed to the Participating Class Members. This is a cash settlement that does not require  
7 Participating Class Members to submit a claim form to receive their settlement share. Participating  
8 Class Members will receive their settlement checks automatically via First Class U.S. Mail. Twenty  
9 percent of each settlement share will be allocated to wages and the remaining eighty percent will be  
10 allocated to non-wage premiums, penalties, and interest, which allocation is consistent with  
11 Defendants' potential liability as discussed below. Defendants will pay any and all applicable  
12 employer-side payroll taxes separately and in addition to the GSA. Subject to the Court's approval,  
13 any amounts not claimed (because a class member does not cash their settlement check) will be  
14 forwarded to the California State Controller's Unclaimed Property Fund.

15 11. Each Participating Class Member will receive a share of the Net Settlement Amount  
16 based on his or her total weeks worked in California as a non-exempt employee during the Class  
17 Period. Thus, each Class Member's Individual Settlement Payment will be calculated using criteria  
18 typically used in determining appropriate amounts of unpaid wages, unpaid premium wages for  
19 missed meal and rest breaks, unreimbursed expenses, and potential statutory penalties under  
20 applicable law. These methods are intended to ensure each Class Member receives a settlement  
21 award corresponding to the relative value of their potential claims. The proposed allocation provides  
22 a reasonable way to compensate Class Members based on the amount of time they worked for  
23 Defendants and the amount unpaid wages, etc.

24 12. All Participating Class Members will release Defendants from all claims alleged in  
25 the operative complaint, or that could have been brought based on the factual allegations in the  
26 operative complaint during the Class Period, including all PAGA claims. The release is limited to  
27 the claims that were actually pleaded or could have been pleaded based on the alleged facts in the  
28 operative complaint.

13. As noted, the Parties allocated \$50,000 from the GSA to resolution of Plaintiff's claims under PAGA, and respectfully request that the Court approve that amount as fair, reasonable and adequate, and consistent with PAGA's underlying purposes. Under PAGA, \$37,500 of this amount will be paid to the LWDA as the state's share of the civil penalties, and the remainder of \$12,500 will be distributed to the 312 Aggrieved Employees eligible to receive a PAGA payment. My office served this motion and gave notice of the approval hearing to the LWDA via its online portal. A true and correct copy of the LWDA's acknowledgment of receipt is attached hereto as Exhibit 1.

## DUNK/KULLAR FACTORS

14. The proposed settlement was only possible following significant analysis and evaluation of Defendants' relevant policies and procedures, as well as the data that Defendants produced for the Class. This permitted Plaintiff's Counsel to engage in a comprehensive analysis of liability and potential damages.

15. On his unpaid wage claims, Plaintiff alleges he and other employees were required to clock in for each shift on one of the four time clocks located on Defendants' premises. Due to the sheer number of employees clocking in each shift, Plaintiff and other employees often stood in line for upwards of 15 minutes before clocking. Even after Defendants added additional time clocks, employees still waited in line as dozens of employees were attempting to clock-in for the day at the same time. Plaintiff alleges he and the class members were subject to employer control while waiting to clock in and therefore the time was compensable.

16. On the other hand, Defendant argued there were ample time clocks available and accordingly there would be only a few employees in line at any given moment such that any time spent queuing would have been truly minimal. Without taking into consideration any of Defendants' defenses to certification or on the merits, Plaintiff's expert calculated Defendants' maximum exposure for this claim as **\$2,003,000** on the off the clock claim, based on 75 minutes of off the clock work per week per class member.

17. Plaintiff also contends Defendants failed to provide legally compliant meal and rest breaks. Specifically, Plaintiff contends employees were required to keep up with production

1 demands, which resulted in many missed or non-compliant meal and rest periods as they were  
2 required to meet certain expectations on a timely basis. Plaintiff's expert's review of a 25% sampling  
3 of time and corresponding wage records provided by Defendants suggested around 14% of the shifts  
4 examined had a unique meal period violation for missed, late, and/or short meal periods. Further,  
5 even when Defendants documented and paid for a meal violation, they did so at the incorrect rate  
6 of pay, Defendants failed to pay the premiums at the required "regular rate" of pay, as they failed to  
7 include various bonuses earned by employees into their respective regular rates of pay when  
8 calculating meal period premiums. This resulted in the underpayment of meal period premium  
9 wages. For the same reasons, Defendants also failed to provide compliant rest breaks, as due to the  
10 nature of the work, employees could not always simply stop work and take a rest period. Their job  
11 required their full attention as they were responsible for four machines at any given time, which  
12 machines could easily catch on fire if left unattended.

13         18. Defendants deny Plaintiff's contentions, claiming they made meal and rest breaks  
14 available to Class Members in compliance with California law. Defendants contend their meal and  
15 rest break policies are lawful and that Class Members were frequently reminded via training and  
16 supervisors, that they were required to take all meal and rest breaks. Defendants also contend that  
17 time records and signed declarations demonstrate that Class Members took duty-free, timely meal  
18 and rest breaks. Defendants contend their meal and rest break policies and practices comported with  
19 the flexibility the *Brinker* court held was integral to California's meal and rest period requirements.  
20 Defendants argue that Plaintiff's meal and rest break claims are not susceptible to common proof,  
21 as the claims would require individualized inquiry, including whether there was an unlawful  
22 companywide policy, whether employees had the opportunity to take meal and rest periods, whether  
23 they voluntarily chose to forego their meal and rest periods, and whether Defendants ever prevented  
24 them from taking meal and rest periods. Accordingly, Defendants contend these claims are  
25 vulnerable to a ruling that class treatment is not appropriate. Finally, Defendants pointed out they  
26 paid thousands in meal period premiums, which further corroborates their compliance efforts.  
27 Without taking into consideration any of Defendants' defenses to certification or on the merits,  
28 Plaintiff calculated Defendants' maximum exposure for the meal break claims at about **\$20,000** for

1 the underpaid meal premiums and **\$733,333** for missed/non-compliant meal periods. They  
2 calculated the rest break claims at about **\$5,494,220** based on a 100% violation rate..

3 19. On the expense reimbursement claims, Plaintiff alleges he and other employees were  
4 required to make and accept calls to their personal cellular phones from their supervisors during  
5 working hours. When employees must use their personal cell phones for work, employers are  
6 required to reimburse them for such use. On the other hand, Defendants argued they provided  
7 employees with all equipment necessary to perform their jobs, that there is no conceivable reason  
8 an employee would need to use their phone while on the production floor instead of focusing on  
9 their jobs, and to the extent any such phone use occurred, it would have been purely for personal  
10 convenience and therefore not subject to reimbursement. Without considering any of Defendants'  
11 defenses to certification or on the merits, Plaintiff calculated Defendants' maximum exposure for  
12 the reimbursement claims as **\$193,000** based on \$20/month per class member.

13 20. Plaintiff's claims for inaccurate wage statements and waiting time penalties are  
14 derivative of the unpaid wage claims. Should those claims fail, Plaintiff's claim for inaccurate wage  
15 statements and waiting time penalties would also fail. Defendants also contend they would not be  
16 liable for waiting time penalties because a "good faith dispute" exists over the payment of past  
17 wages. Further, Defendants contend Plaintiff would have to prove that Defendants "willfully" failed  
18 to pay Class Members appropriate wages due upon separation of employment. Defendants contend  
19 that any failure to pay wages upon separation was not willful. Without taking into consideration any  
20 of Defendants' defenses to certification or on the merits, Plaintiff calculated Defendants' maximum  
21 exposure for wage statement penalties as **\$1,088,000** and waiting time penalties as **\$486,930** for 62  
22 terminated employees within the limitations period.

23 21. As far as potential PAGA liability, the theoretical civil penalties likely exceed \$12  
24 million should Plaintiff prevail on all claims and establish violations of the multiple Labor Code  
25 sections at issue for each and every pay period. As with the class claims, Plaintiff discounted the  
26 potential PAGA penalties based on Defendants' various defenses on the merits and also accounted  
27 for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all.  
28 Accordingly, the Parties allocated \$50,000 to PAGA penalties. Plaintiff submits this amount is

1 reasonable under the circumstances and is in line with comparable settlements in other wage and  
2 hour class actions in California. Additionally, the LWDA has been informed of the terms of the  
3 PAGA portion of the settlement, and will be able to weigh in as necessary.

4         22.     If the case had not settled, the risk and expense associated with litigation would  
5 have been extremely time consuming and expensive. Merits discovery and trial preparation would  
6 have been extensive. For example, our attorneys have been involved in comparably sized  
7 class/representative cases where, after class certification, the parties undertook merits discovery  
8 and still took over 40 depositions and interviewed dozens of additional witnesses before  
9 settlement. It is also common now in wage and hour class/representative actions for both sides to  
10 retain experts to assess various issues in a case. For instance, it is possible this matter would have  
11 required one or more experts, or perhaps a special master, to review and analyze the defendant's  
12 time and payroll records in order to calculate the to calculate the exact amount of pay lost to  
13 Defendants' time keeping policies, or to undertake an analysis of these issues via a survey and  
14 statistical analysis. Indeed, my office found this necessary just for purposes of preparing for  
15 mediation. The cost of such experts easily can run into the tens of thousands of dollars.

16         23.     The settlement obviates the significant risk that this Court may find any kind of  
17 class or representative resolution unachievable or deny certification of all or some of Plaintiff's  
18 claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued  
19 litigation would be lengthy and expensive as the parties pursued merits discovery, a probable  
20 motion to decertify, as well as trial and possible appeals, and would substantially delay any  
21 recovery by the class with no assurance of recovering significantly more than the proposed  
22 settlement. We also recognize proving the amount of wages and penalties due each Class Member  
23 would be an expensive, time-consuming, and uncertain proposition. Finally, should the litigation  
24 continue and Plaintiff not prevail at trial, the class members will receive nothing. As with any  
25 case, a settlement discount was warranted to account for the fact that continued litigation would  
26 have resulted in increased costs and attorney's fees, and would have resulted in significant delay  
27 while the parties fought over class certification, merits discovery, trial, and potential appeals, all of  
28 which would not necessarily confer significant additional benefit to the class members. While we

1 remain confident in and committed to the merits of Plaintiff's case, we also are realistic about the  
2 risks posed by each stage of the case going forward.

3         24. Plaintiff and I discounted the value of the class claims consistent with the risks  
4 discussed above, and carefully weighed the likelihood of the class receiving substantially greater  
5 benefit if the litigation continued. We concluded – in light of these very real and substantial risks –  
6 settlement on the proposed terms and without prolonged and costly litigation was in the best interests  
7 of the class. The overall \$512,500 recovery represents a significant percentage of Defendants'  
8 potential exposure. Given Defendants' multi-layered defenses and all other potential risks of  
9 continued litigation, a total recovery for the class of \$512,500, which will result in average award  
10 of some \$670 per class member, plus additional sums under PAGA, is a significant result well within  
11 the range of reasonableness considering all potential outcomes, and it will provide direct monetary  
12 awards to all Class Members without further delay.

#### 13                                   **PLAINTIFF'S ENHANCEMENT**

14         25. Pursuant to the terms of the settlement, Plaintiff seeks a modest incentive award of  
15 \$10,000 for his service in bringing these claims on behalf of the Class. The request is reasonable  
16 given the risks he undertook on behalf of the Class Members. By contacting and retaining counsel  
17 to pursue these claims, Plaintiff helped make this settlement possible for the absent Class  
18 Members, while shouldering the risk of being liable for Defendants' litigation costs. Plaintiff also  
19 exposed himself to unwanted notoriety related to filing a public lawsuit (discoverable even  
20 through a simple google search) for the benefit of other employees, placing himself at risk of  
21 discrimination by future prospective employers. As set forth in more detail in his declaration  
22 submitted with the preliminary approval motion, among taking many other actions assisting in the  
23 successful litigation of this case, Plaintiff provided substantial factual information and documents  
24 to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and  
25 kept abreast of all significant developments.

#### 26                                   **SETTLEMENT ADMINISTRATION COSTS**

27         26. The settlement provides for a payment to Phoenix of no more than \$10,000 for its  
28 services as the Settlement Administrator. As set forth in the Declaration of Lluvia Islas, Phoenix

1 has performed and will continue to perform its required duties through final distribution of the  
2 settlement funds, and incurred \$10,000.00 in fees and expenses. Accordingly, I respectfully  
3 request the Court approve payment of \$10,000 to Phoenix from the GSA.

4 **ATTORNEY'S FEES AND COSTS**

5 27. Per the terms of the settlement, up to 33.33% of the gross amount is allocated to  
6 payment of reasonable attorney's fees, or \$170,833.33. Here, the parties did not negotiate the  
7 inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to  
8 the Class was completed. The requested fee and cost award was a product of these arms-  
9 length negotiations and fairly reflects the marketplace value of the services rendered by Class  
10 Counsel in this case for the reasons addressed herein.

11 28. Over the two plus year course of this litigation, Crosner Legal's efforts  
12 included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class,  
13 including legal research, research into similar claims and claims against other employers in the  
14 same industry, and attempts to locate and contact other Monogram and TriMas employees; (2)  
15 drafting a PAGA notice letter; (3) drafting the initial complaint and related documents; (4) case  
16 management, including communications with defense counsel, meeting and conferring/preparing  
17 case management statements, etc.; (5) drafting a first amended complaint; (6) propounding initial  
18 written discovery, (7) lengthy discussions with defense counsel regarding settlement/mediation  
19 and informal discovery needed for meaningful settlement discussions; (8) engaging in substantial  
20 informal discovery, including propounding informal discovery "requests" and reviewing  
21 documents and other information produced; (9) drafting a mediation brief and accompanying  
22 damages model after review and analysis of Defendants' informal discovery production; (10)  
23 attending an all-day mediation; (11) negotiating and drafting the settlement agreement and related  
24 documents; (12) drafting the motion for preliminary approval, and attending the hearing; (13)  
25 administration of the settlement, including communications with the Settlement Administrator and  
26 settlement class members; (14) drafting the motion for final approval and motion for attorney's  
27 fees, and attending the final approval hearing; and (15) extensive communications with the  
28 Plaintiff regarding case status, case investigation and document review, mediation, and settlement

1 terms. Additionally, we will incur additional time following final approval to, inter alia, respond  
2 to class member inquiries, work with the Settlement Administrator on the distribution of  
3 settlement funds, and on the compliance hearing. Attached hereto as Exhibit 2 is a true and  
4 correct summary of Crosner Legal's work performed and time expended on this matter to date.

5         29. I graduated from the University of California, Los Angeles in 2004 with a  
6 bachelor's in science, and graduated from Whittier Law School in 2009 with a J.D. I later earned a  
7 masters in law from Santa Clara University School of Law in 2010. I have been a member of the  
8 California Bar since 2010 and have extensive experience in employment matters, including wage  
9 and hour litigation. I worked as a wage and hour class action attorney at Gaines & Gaines, APLC  
10 from 2012 through 2021. Prior to joining Gaines & Gaines, APLC, I worked at Sirkin Law Group,  
11 P.C. as a litigation associate from 2010-2012. I joined Crosner Legal in December 2021 as a  
12 senior associate. I have solely handled employment, wage and hour class actions, and PAGA  
13 lawsuits for some 15 years. I was selected for 2020-2021 by Super Lawyers as a "Southern  
14 California Rising Star" for employment and labor law.

15         30. Zach Crosner is a 2010 graduate of University San Diego School of Law, and has  
16 some 14 years of experience as a practicing attorney, all of which have focused on litigation of  
17 employment, labor law, consumer, and class action claims. Following graduation, he  
18 immediately began working for a nationally recognized plaintiff's complex litigation firm,  
19 CaseyGerry, where he had the fortune of working directly with past presidents of the consumer  
20 attorneys and recipients of trial attorneys of the year awards. He also worked for former  
21 CAALA and CLAY trial attorney of the year recipient, attorney Conal Doyle, as his sole  
22 associate attorney. During his tenure at these firms, he focused on advocating for the rights of  
23 consumers and employees in class action litigation, civil rights and employment litigation,  
24 catastrophic injuries, insurance bad faith and appellate litigation.

25         31. In 2013, Mr. Crosner founded the law firm of Crosner Legal, P.C. which since its  
26 inception has focused almost exclusively on wage and hour class actions and other labor and  
27 employment law cases representing plaintiffs. Currently, over ninety percent (90%) of his  
28 practice is dedicated exclusively to the prosecution of wage and hour class actions, and Crosner

1 Legal is currently responsible as lead counsel or co-lead counsel for prosecuting well over fifty  
2 (50) wage and hour class actions and/or PAGA representative actions in both federal and state  
3 courts throughout California.

4 32. Mr. Crosner currently is an executive board member of the Wage and Hour  
5 Committee and the Legislative Committee for the California Employment Lawyers Association;  
6 a member of the Grassroots Advocacy Team for the National Employment Lawyers Association;  
7 Wage and Hour Committee member and Class Action Committee member for the National Trial  
8 Lawyers; a member of the American Association for Justice; and member of the Pound Civil  
9 Justice Institute. He was selected for 2018-20 by Super Lawyers as a “Southern California  
10 Rising Star” for employment and labor law.

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

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

24 35. Branden Hamilton obtained her undergraduate degree from UCLA in 2004, and her  
25 law degree from George Washington University in 2007. She has been affiliated with my firm since  
26 2017 and became Of Counsel with Crosner Legal in 2019, and her practice focuses almost  
27 exclusively on wage and hour class and representative actions. She has spent her entire career  
28

1 representing plaintiffs in employment litigation, including several years as an associate at well-  
2 known plaintiff's firm Carlin & Buchsbaum.

3       36.       Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class  
4 action settlements while serving as lead class counsel in recent years, including but not limited to a  
5 \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*,  
6 Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action settlement  
7 in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento  
8 Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean*  
9 *Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a \$1.8 million wage and  
10 hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American*  
11 *Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and hour class action  
12 settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a  
13 \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation*  
14 *Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million wage and  
15 hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-  
16 YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v.*  
17 *First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a \$2.2  
18 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et*  
19 *al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage and hour  
20 settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No.  
21 CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action  
22 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.  
23 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply*  
24 *Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.)), a \$2.38 million wage and  
25 hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.  
26 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement  
27 in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super.  
28 Ct.); and \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*

1 *Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct).

2 37. Based upon the qualifications and experience set forth above, the following hourly  
3 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M.  
4 Crosner \$850/hour, Jamie K. Serb, \$750/hour, Sepideh Ardestani \$700/hour; Kiara Bramasco  
5 \$650/hour; Brenden Hamilton \$600/hour.

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

20 39. The requested rates also comport with the adjusted Laffey Matrix, which provides  
21 that reasonable hourly rates for attorneys with 10+ years of experience, such as myself, Mr.  
22 Crosner, and Ms. Serb, is some \$800. The adjusted Laffey Matrix may be found at  
23 <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article, “Billable Hours  
24 Aren’t the Only Game in Town Anymore,” NATIONAL LAW JOURNAL, which set forth the  
25 following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading firm  
26 in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-hour  
27 class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335,  
28 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.36

1           40.     After the analysis above, Crosner Legal's lodestar is \$176,355, based on 239.5  
2 attorney hours spent litigating this case through the filing of this motion. Further, we will almost  
3 certainly spend additional time addressing providing supplemental briefing prior to the hearing,  
4 addressing settlement administration matters, responding to class member questions, etc.

5           41.     As noted, Crosner Legal has represented Plaintiff for some two plus years with  
6 respect to this matter and has expended a significant amount of time and resources in that  
7 representation. The firm agreed to litigate this case on a purely contingent basis and in so doing  
8 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the  
9 case with these cases in general. Under all relevant factors (as outlined herein and in the  
10 accompanying memorandum), Plaintiff respectfully requests the Court award his counsel the  
11 requested fees of \$170,833.33 based on the common fund theory with a corresponding lodestar  
12 cross-check and no enhancement.

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

17           43.     Crosner Legal assumes a great deal of contingent risk in every wage and hour class  
18 action it undertakes. Attorneys at my firm have been involved in a number of cases where  
19 plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with  
20 no return. For example, in a matter alleging misclassification on behalf of a putative class of  
21 assistant managers at major restaurant chain, after three years of exceptionally adversarial  
22 litigation and the investment of over 1,000 hours of attorney time and over \$100,000 in costs, the  
23 trial court denied plaintiffs' motion for class certification. In another misclassification case on  
24 behalf of assistant managers at large restaurant chain, the parties reached a settlement after three  
25 years of litigation, secured preliminary approval and completed the notice process to the  
26 settlement class, only to have the defendant file for bankruptcy a few days before the final  
27 approval hearing. Lastly, in a matter against a large regional bank seeking expense reimbursement  
28 of behalf of outside salespersons, after more than a year of combative litigation and shortly before

1 plaintiff's class certification motion was due, the defendant was taken over by federal regulators.  
2 In each of these instances the plaintiff's firm received nothing despite the investment of hundreds  
3 of hours of attorney time and thousands of dollars in out-of-pocket costs.

4 44. Class Counsel's litigation costs and expenses are capped at \$26,000 under the terms  
5 of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my  
6 firm is set forth below:

| Expense Category                                       | Amount      |
|--------------------------------------------------------|-------------|
|                                                        |             |
| Court Filing Fees/ Service of Process/Attorney Service | \$521.11    |
| Mediation Fees                                         | \$12,500.00 |
| Expert Witness Fees                                    | \$2,500.00  |
| Postage/Overnight/Fax                                  | \$62.30     |
| Photocopying                                           | (waived)    |
| Legal Research                                         | (waived)    |
| <b>Total Costs and Expenses</b>                        | <b>\$</b>   |

14 45. I therefore respectfully request the Court approve payment of \$15,683.40 in  
15 litigation costs and expenses to my firm.

16 46. For all the foregoing reasons, I respectfully request that the Court approve the  
17 settlement in all particulars.

18 I declare under penalty of perjury under the laws of the State of California that the  
19 foregoing is true and correct. Executed this \_\_\_\_\_, at \_\_\_\_\_, California.

21 \_\_\_\_\_  
22 Declarant

# **EXHIBIT**

**1**

# **EXHIBIT**

**2**

**Mario Briceno v. Monogram Aerospace Fasteners, Inc./Trimas Corporation  
(Los Angeles Superior Court Case No. 22STCV21965)**

**Crosner Legal Time Report**

| Tasks                                              | Zachary<br>Crosner | Jamie Serb      | Sepideh<br>Ardestani | Kiara<br>Bramasco | Branden<br>Hamilton | J. Kirk<br>Donnelly |
|----------------------------------------------------|--------------------|-----------------|----------------------|-------------------|---------------------|---------------------|
| Pre-filing Case Investigation                      | 9.4                | 0.0             | 0.0                  | 0.0               | 7.0                 | 0.0                 |
| Pleadings and Law and Motion                       | 7.6                | 0.0             | 10.5                 | 2.8               | 8.4                 | 9.5                 |
| Discovery and Post-Filing<br>Investigation         | 5.1                | 0.0             | 12.8                 | 0.0               | 0.0                 | 0.0                 |
| Court Appearances                                  | 0.0                | 0.0             | 4.5                  | 0.0               | 0.0                 | 0.0                 |
| Case Management; Litigation<br>Strategy & Analysis | 21.5               | 43.8            | 48.8                 | 0.0               | 0.0                 | 1.0                 |
| Mediation and Settlement                           | 7.4                | 19.9            | 19.5                 | 0.0               | 0.0                 | 0.0                 |
| Total Hours                                        | 51                 | 63.7            | 96.1                 | 2.8               | 15.4                | 10.5                |
| Hourly Rate                                        | \$800              | \$750           | \$700                | \$650             | \$600               | \$900               |
| <b>Lodestar</b>                                    | <b>\$40,800</b>    | <b>\$47,775</b> | <b>\$67,270</b>      | <b>\$1,820</b>    | <b>\$9,240</b>      | <b>\$9,450.00</b>   |

**Total Hours: 239.50**

**Total Lodestar: \$176,355**