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SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

HUONG BUI, on behalf of himself and others similarly situated and aggrieved, Plaintiff, v. SPECTRUM LIFESCIENCES, LLC, a Delaware limited liability company; REPLIGEN CORPORATION, a Delaware corporation; and DOES 1 to 100, inclusive, Defendants.	Case No.:22STCV12522 Assigned for All Purposes to: Hon. Elaine Lu Dept. SSC-9 **DECLARATION OF SEPIDEH ARDESTANI IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS** Date: September 16, 2025 Time: 10:30 a.m. Dept.: SSC-9

DECLARATION OF SEPIDEH ARDESTANI

I, SEPIDEH ARDESTANI, Declare:

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

BACKGROUND/LITIGATION HISTORY

2. Defendant Repligen is a bioprocessing-focused life sciences company that develops high-value products and solutions in the production of biologic drugs. Defendant Spectrum manufactures bulk organic and inorganic medicinal chemicals, and is a wholly owned subsidiary of Defendant Repligen. Plaintiff worked for Defendants from April 2021 through April 2022 as a non-exempt CT Technician. She was eligible to earn various shift differentials and bonuses, including a yearly bonus up to 3% of her base salary. Her duties included scanning and cleaning CT filters as well as cleaning the production room. She typically worked Saturday through Tuesday, 3:30 p.m. to 2:00 a.m.

3. On April 13, 2022, Plaintiff filed a class action complaint on behalf of herself and other Class Members defined as "all current and former non-exempt employees that worked either directly or via a staffing agency at any of the locations/facilities operated by Defendants in California at any time during the Class Period (April 13, 2018 to the present)". Plaintiff's class complaint alleges claims for (1) unpaid minimum wages, (2) unpaid overtime wages, (3) unpaid premium wages for late, short or denied meal and rest periods, (4) failure to furnish accurately itemized wage statements, (5) failure to pay all wages due upon separation of employment, (6) failure to reimburse business expense, and (7) unfair competition. Plaintiff timely exhausted her administrative remedies with the LWDA on June 21, 2022, Plaintiff filed a separate PAGA-only Complaint based on the same alleged Labor Code violations as the Class Action Complaint.

4. Once the matters were at issue, the Parties began meeting and conferring regarding case management, discovery, and potential law and motion, and ultimately agreed on early

mediation. The Parties further agreed on a protocol for exchanging information and documents informally in order to prepare for mediation. On March 21, 2024, the Parties participated in mediation with Tagore Subramaniam, Esq., a respected wage and hour class action mediator. The mediation lasted a full day and, with the mediator's assistance, the Parties reached agreement on all major issues.

TERMS OF THE PROPOSED SETTLEMENT

5. Under the settlement Defendants will pay $1,350,000 into a common fund, the Gross Settlement Amount (GSA"). Attorney's fees of up to $450,000 (1/3of the GSA), litigation costs of up to $30,000 (only$26,734.04 is requested), a representative service award of $10,000 to Plaintiff, settlement administration costs of $, and $50,000 for PAGA civil penalties (of which $37,500 will go to the California Labor & Workforce Development Agency ("LWDA") for the State's share of civil penalties and $12,500 will go to eligible Aggrieved Employees), all will be paid from the GSA. The remainder of around $810,266 will be allocated pro rata to the Class Members based on their weeks worked during the Class Period. No portion of the GSA will revert to Defendants.

6. As noted, the settlement obligates Defendant to pay $1,350,000 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs. At least $810,266 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that <u>does not</u> require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining eighty percent will be allocated to non-wage damages, penalties, and interest, which allocation is consistent with Defendant's potential liability as discussed below. Defendant will pay any and all applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the Court's approval, any amounts not claimed (because a class member does not cash their settlement check) will be forwarded to the California State Controller's Unclaimed Property Fund.

7. Each Participating Class Member will receive a share of the Net Settlement

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

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

9. 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 388 Aggrieved Employees eligible to receive a PAGA payment. As required by Labor Code section 2699(*l*)(2), my office notified the LWDA of the settlement and the final approval hearing via its online portal. Attached hereto as Exhibit 1 is a true and correct copy of the LWDA's acknowledgement of receipt.

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

10. Prior to settlement, the parties engaged in formal and informal discovery to

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

11. Plaintiff asserts Defendants failed to pay for all hours worked, and that employee time punches were rounded off such that employees lost a few minutes of compensable time on many shifts. Per Plaintiff, Defendants' time rounding system favored the employer and resulted in a systematic and overall loss of compensable hours worked by the class, as Plaintiff's expert's analysis suggested an overall loss of some 1,720 hours. On their other hand, Defendants argued their timekeeping policies accurately accounted for all hours worked and that any rounding was entirely neutral in its overall effect and therefor allowed under California law or even resulted in a net overpayment as the number of overpaid shifts exceeded the underpaid shifts. Thus, per Defendants, the class had no damages on this claim. Without accounting for Defendants' counter-arguments, Plaintiff contends the class lost around $45,700 in unpaid wages and liquidated damages on this claim.

12. Plaintiff further contends Defendants failed to pay all overtime wages in two ways. First, she contends Defendants failed to pay overtime based on the regular rate of pay, as Defendants failed to incorporate non-discretionary compensation and bonuses paid during the same pay periods that overtime wages were earned. Second, Plaintiff alleges Defendants failed to pay for all overtime at the premium rate and instead paid for overtime at the employees' base hourly rate of pay. Here, Plaintiff argued that Defendants did not properly implement an Alternative Workweek Schedule ("AWS") and accordingly were obligated to pay daily overtime. Plaintiff and the class members oftentimes also did not get to work a full shift (10 hours) under

the AWS, and therefore were entitled to one hour of overtime pay at time and one-half as a "short-shift penalty." Without considering any of Defendants' defenses, Plaintiff's expert calculated Defendants' maximum exposure as about $21,865 on the regular rate claim, and about $274,530 on the improper AWS claim.

13. Plaintiff next contends Defendants failed to provide legally compliant meal and rest breaks. Specifically, Plaintiff contends Defendants written policies were problematic and failed to provide the timing requirements of meal periods and the number of meal periods allotted to employees per shift (i.e., one 30-minute meal period to be taken for before the end of the fifth hour of work, and a second 30-minute meal period to be taken before the end of the tenth hour of work (Labor Code section 512)). Per Plaintiff the meal period policy also fails to state that employees are allowed to leave the Defendants' premises for their meal periods. Regardless of the policies, Plaintiff also claims her expert's analysis of the time records produced suggests a significant number of "de facto" meal period violations, and that as many as 44% of the shifts worked reflect a unique meal period violations

14. Defendants deny Plaintiff's contentions, claiming they made meal and rest breaks available to Class Members in compliance with California law. Defendants contend their meal and rest break policies are lawful and that Class Members were frequently reminded via training and supervisors, that they were required to take all meal and rest breaks. Defendants also contend that time records demonstrate that Class Members took duty-free, timely meal and rest breaks. Defendants contend their meal and rest break policies and practices comported with the flexibility the *Brinker* court held was integral to California's meal and rest period requirements. Finally, Defendants argue that Plaintiff's meal and rest break claims are not susceptible to common proof, as the claims would require individualized inquiry, including whether there was an unlawful companywide policy, whether employees had the opportunity to take meal and rest periods, whether they voluntarily chose to forego their meal and rest periods, and whether Defendants ever prevented them from taking meal and rest periods. Accordingly, Defendants contend these claims are vulnerable to a ruling that class treatment is not appropriate. Without taking into consideration any of Defendants' defenses to certification or on the merits, Plaintiff calculated Defendants'

maximum exposure for the meal break claims as approximately $1,821,700 and about $4,219,800 on the rest break claims.

15. Plaintiff also contends Defendants required Plaintiff and the Class Members to use their personal cell phones for work related purposes including communicating with supervisors before and after their shifts. However, Defendants failed to reimburse employees for the use of their personal cell phones On the other hand, Defendants argued there was no reason for employees to use their own phones while working, and any other use was purely for personal preference and therefore not reimbursable. Without taking into consideration any of Defendants' defenses to certification or on the merits, Plaintiff calculated Defendants' maximum exposure for expense reimbursement as about $250,000.

16. Plaintiff's claims for inaccurate wage statements and waiting time penalties are derivative of the unpaid wage claims. Should those claims fail, Plaintiff's claim for inaccurate wage statements and waiting time penalties would also fail. Defendants also contend they would not be liable for waiting time penalties because a "good faith dispute" exists over the payment of past wages. Further, Defendants contend Plaintiff would have to prove that Defendants "willfully" failed to pay Class Members appropriate wages due upon separation of employment. Defendants contend that any failure to pay wages upon separation was not willful. Without taking into consideration any of Defendants' defenses to certification or on the merits, Plaintiff calculated Defendants' maximum exposure for wage statement penalties as $1,568,700 and waiting time penalties as $1,144,100.

17. As far as potential PAGA liability, the theoretical civil penalties likely exceed $6.35 million should Plaintiff prevail on all claims and establish violations of the multiple Labor Code sections at issue. As with the class claims, Plaintiff discounted the potential PAGA penalties based on Defendants' various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $50,000 to PAGA penalties. Plaintiff submits this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the

settlement, and will be able to weigh in as necessary.

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

19. Plaintiff and I discounted the value of the class claims consistent with the risks discussed above. We carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued, and concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall $1,350,000 recovery represents a significant percentage of Defendants' potential exposure and, given Defendants' multi-layered defenses and all other potential risks of continued litigation, a total recovery for the class of $1,350,000, which will result in average award of some $1,724 per class member, plus additional sums under PAGA, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

PLAINTIFF'S ENHANCEMENT AWARD

20. Pursuant to the terms of the settlement, Plaintiff seeks a modest incentive award of

$10,000 for her service in bringing these claims on behalf of the Class. The request is reasonable given the risks she undertook on behalf of the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Spectrum's litigation costs. Plaintiff also exposed herself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, assuming a risk of discrimination by future prospective employers. As set forth in more detail in her declaration submitted at preliminary approval, among taking many other actions assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, responded to discovery, and kept abreast of all significant developments.

SETTLEMENT ADMINISTRATION COSTS

21. The settlement provides for a payment to Simpluris for its services as the Settlement Administrator. As set forth in the Declaration of Lindsay Romo, Simpluris has performed and will continue to perform its required duties through final distribution of the settlement funds, and incurred $8,000 in fees and expenses. Accordingly, I respectfully request the Court approve payment of $8,000 to Simpluris from the GSA.

The Attorney's Fees Requested Are Fair and Reasonable and Should Be Approved

22. Per the terms of the settlement, up to 1/3 of the gross amount is allocated to payment of reasonable attorney's fees, or $450,000. Here, the parties did not negotiate the inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to the Class was completed. The requested fee and cost award was a product of these arms-length negotiations and fairly reflects the marketplace value of the services rendered by Class Counsel in this case for the reasons addressed herein.

23. Over the two plus years this matter has been pending, Crosner Legal's efforts included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal research, research into similar claims and claims against other employers in the same industry, and attempts to locate and contact other Spectrum employees; (2) drafting a

PAGA notice letter; (3) drafting the initial complaint and related documents; (4) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, etc.; (5) drafting a first amended complaint; (6) propounding/responding to written discovery, (7) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (8) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (9) drafting a mediation brief and accompanying damages model after review and analysis of Spectrum's informal discovery production; (10) attending an all-day mediation; (11) negotiating and drafting the settlement agreement and related documents; (13) drafting the motion for preliminary approval, and attending the hearing; (14) administration of the settlement, including communications with the Settlement Administrator and settlement class members; (15) drafting the motion for final approval and motion for attorney's fees, and attending the final approval hearing; and (16) extensive communications with the Plaintiff regarding case status, case investigation and document review, mediation, and settlement terms. Attached hereto as Exhibit 2 is a true and correct summary of Crosner Legal's work performed and time expended on this matter. Additionally, we will incur additional time following final approval to, inter alia, respond to class member inquiries, work with the Settlement Administrator on the distribution of settlement funds, and on the compliance hearing.

24. I obtained my Bachelors in Science Degree in Anthropology from the University of California, Los Angeles. After law school, I moved to Paris, France and worked as a translator for a prestigious translation company where I translated business and legal documents from French to English. After returning to the US I attended Whittier Law School and earned by Juris Doctor in 2009 and also obtained an L.L.M. in 2010 from the Santa Clara University School of Law. I have some fourteen years of experience as a practicing attorney, most of which have focused on litigation of employment, labor law, consumer, and class action claims. Prior to joining Crosner Legal in 2021, I worked as an associate attorney at Gaines & Gaines, APLC for ten years where I gained extensive experience in wage and hour litigation and

assisted in obtaining millions of dollars for employees.

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

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

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

28. Jamie Serb is a partner with Crosner Legal and head of the firm's Wage & Hour Litigation Group. She graduated from the University of California, San Diego in 2004 and graduated from California Western School of Law in 2013, and has been a member of the

California Bar since 2013. She gained extensive experience in wage and hour litigation, beginning work as a class action attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley Law Firm, APLC). She joined Crosner Legal on January 4, 2021 as an associate attorney. She has handled wage and hour class actions and PAGA lawsuits for over nine years and has assisted in obtaining millions of dollars for employees during her years of practice.

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

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

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

counsel in over 50 wage and hour class and PAGA actions.

32. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class action settlements while serving as lead class counsel in recent years, including but not limited to a $1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a $4.1 million wage and hour class action settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento Cty. Super Ct.)); a $1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a $1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a $1.3 million wage and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a $1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.), a $1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a $7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a $2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.,* Case No. LS029737 (Los Angeles Cty. Super. Ct.));.a $2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a $1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a $1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a $2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a $2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super. Ct.); $1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco

Cty. Super. Ct); and a $1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a $1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a $1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super. Court); a $1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a $1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a $2.65 million wage and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super Ct.); a $1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct); a $3.9 million wage and hour class action settlement in 2025 in *Bolanos et al. v. Newport Fab*, Case No. 30-2022-01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a $5,093,537.50 wage and hour class action settlement in 2025 in *Deaver, et al. v Blue Diamond Growers*, Case No. 34-2022-00316490-CU-OE-GDS (Sacramento Cty. Super. Ct.).

33. Based upon the qualifications and experience set forth above, the following hourly rates are reasonable for attorneys practicing in this area of the law in California: Zach Crosner $850/hour; Jamie Serb and Sepideh Ardestani, $800/hr, J. Kirk Donnelly $950/hour; Kiara Bramsco $650/hour, and Branden Hamilton $600/hour.

34. Plaintiff requests the Court apply the above hourly billing rates in this case, as these rates are reasonable in the California legal market for attorneys handling wage and hour class actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for partner-level attorneys with experience comparable to mine and to that of my colleagues. These rates have range from $650 to $850 per hour for calendar years 2017-2025. Some examples include attorney Matthew Matern of Matern Law Group in Los Angeles, with approximately 26 years of experience $850/hour (2018); Graham S.P. Hillis, with 30+ years of experience

$1150/hour (2025), Craig Ackermann of Ackermann & Tilajef, PC with approximately 25 years of experience $850/hour (2021), Michael Malk of Malk APC in Los Angeles, with approximately 16 years of experience $650/hour (2018), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience respectively, both $825/hour (2018), Jason Ehrlich of McCormack & Ehrlich LLP in San Francisco, with approximately 17 years of experience $750/hour (2017), and James Kawahito of Kawahito Law Group in Los Angeles, with approximately 16 years of experience $750/hour (2020).

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

36. After the analysis above, Crosner Legal's lodestar is $189,135.00, based on 236.7 attorney hours spent litigating this case through the filing of this motion. Further, we will almost certainly spend additional time addressing providing supplemental briefing prior to the hearing, addressing settlement administration matters, responding to class member questions, etc.

37. As noted, Crosner Legal has represented Plaintiff Bui for some four years with respect to this matter and has expended a significant amount of time and resources in that representation. The firm agreed to litigate this case on a purely contingent basis and in so doing assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with these cases in general. Under all relevant factors (as outlined herein and in the accompanying memorandum), Plaintiff respectfully requests the Court award her counsel the requested fees of $450,000 based on the common fund theory with a corresponding lodestar cross-check and a reasonable 2.38 upward enhancement.

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

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

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

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	$3,809.70
Mediation Fees	$10,000.00
Expert Witness Fees	$10,935.00
Case Anywhere	1,800.30
Postage/Overnight/Fax	$114.04
PAGA Filing Fee	$75.00

Total Costs and Expenses	**$26,734.04**

41. All of these costs were reasonable and necessary to the successfully prosecution of the action, and I respectfully request the Court approve payment in full in the amount of $26,734.04.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 11th day of August 2025, at Los Angeles, California.

Declarant

EXHIBIT
1

EXHIBIT

2

Huong Bui v. Spectrum Lifesciences, LLC, et al.
(Los Angeles County Superior Court Case No.: 22STCV12522)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Sepideh Ardestani	Kiara Bramasco	Branden Hamilton	J. Kirk Donnelly
Pre-filing Case Investigation	5.7	0.0	0.0	5.8	6.9	
Pleadings and Law and Motion	8.3	0.0	3.2	0.0	11.8	
Discovery and Post-Filing Investigation	4.1	3.6	6.8	0.0	0.0	
Court Appearances	0.0	0.0	2.8	0.0	0.0	
Case Management; Litigation Strategy & Analysis	17.6	56.5	66.9	0.0	0.0	
Mediation and Settlement	5.5	5.2	10.5	0.0	0.0	
Total Hours	41.2	65.3	90.2	5.8	18.7	
Hourly Rate	$850	$800	$800	$650	$600	$900
Lodestar	**$35,020**	**$52,240**	**$72,160**	**$3,770**	**$11,220**	

Total Hours:
Total Lodestar: