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Attorneys for Plaintiff MARIA MAGDALENA AVILA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CRUZ

MARIA MAGDALENA AVILA, as an individual and on behalf of all other similarly situated Class

Plaintiff,

v.

LAKESIDE ORGANIC GARDENS, LLC, a California Limited Liability Company; and DOES 1-100, inclusive,

Defendants.

Case No.: 24CV00507

DECLARATION OF CHAD SAUNDERS IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: April 22, 2026
Time: 8:30
Dept.: 5

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I, CHAD SAUNDERS, declare as follows:

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

FACTUAL BACKGROUND AND PROCEDURAL POSTURE

2. Defendant Lakeside is a family-owned and operated solely organic vegetable grower/shipper located in Watsonville. Plaintiff was employed by Lakeside as a field worker, harvesting crops in the Watsonville area from approximately 2012 through December 2021. She typically worked 5-6 days a week and was paid mainly on a piece-rate basis. Her piece rate was usually $4.50 per unit, which was calculated by the total number of boxes of produce divided by the number of workers on the work crew.

3. Plaintiff alleges a number of wage and hour violations by Defendant. First, she alleges Lakeside failed to pay all wages due, including minimum and overtime wages, because Lakeside paid employees based on their scheduled hours rather than actuals worked, resulting in uncompensated "off the clock" work. She further alleges Lakeside failed to pay for both rest breaks and overtime and the correct rates of pay, and frequently underpaid class members in this regard. She next alleged Lakeside failed to provide timely and uninterrupted duty free meal and rest periods, and that Defendant's supervisors simply "auto deducted" timely 30 minute lunch periods without regard to when the lunch periods actually started or how long they lasted. Plaintiff also alleged she and the class members were required to supply their own tools, special work clothes, and harvesting packs without any reimbursement. Based on these allegations, Plaintiff filed her class lawsuit on February 20, 2024, in Santa Cruz Superior Court, alleging causes of action for unpaid minimum wages, unpaid overtime wages, failure to provide meal and rest breaks, waiting time penalties, business expense reimbursements, and unfair competition.

4. Lakeside has at all times denied Plaintiff's allegations and maintained its break and payroll policies and procedures comply with California law, that it provided its employees with required meal and rest breaks, that it properly tracked employee time and paid Plaintiff and all other employees all wages due at the correct hourly rates, and that it provided them with all tools

needed to perform the job. Additionally, Defendant strongly contends the case cannot be maintained as any kind of class or representative action, arguing that to the extent class members missed meal breaks, that such breaks were non-compliant, or that any unpaid "off the clock" work occurred, it was intermittent and infrequent, against company policy, and done without the company's knowledge. Thus, per Lakeside, evidence of such violations would be purely anecdotal and therefore individualized issues predominate and class certification would be inappropriate as any trial would be unmanageable.

5. After Plaintiff filed the complaint, she initiated formal written discovery. The Parties then engaged in several meet and confer discussions regarding discovery, case management, and potential law and motion, and ultimately agreed to mediation. After agreeing to mediate, the Parties also undertook additional informal discovery to facilitate an exchange of information necessary to engage in a meaningful mediation. Consequently, Plaintiff's counsel reviewed payroll records, personnel policies/handbooks, meal and rest break policies, personnel files, and a random sampling of paystubs and time records produced by Lakeside. Defendant also provided documents and information reflecting the estimated total amount of workweeks and pay periods the class members worked, and average hourly pay rates, among other relevant data. Plaintiff had that data reviewed and analyzed by Berger Consulting Group to assist with determining potential break violation rates, amount of underpaid rest and recovery time and unproductive time, etc., and preparing a damages model.

6. The Parties then engaged Michael Loeb, Esq., a highly respected mediator with extensive wage and hour class action experience and, in January 2025, participated in a full-day mediation with Mr. Loeb. Throughout the day, the arms-length negotiations were hard-fought and adversarial as the Parties exchanged extensive information on their legal and factual positions, and made numerous offers and counter-offers. After a full day of negotiations, the Parties reached agreement on all major issues. They then collaboratively drafted the Class Action and PAGA Settlement Agreement ("Settlement Agreement") setting forth the full and final settlement terms.

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THE PROPOSED SETTLEMENT TERMS

7. Under the proposed settlement, Lakeside will pay $900,000.00 into a common fund, the Gross Settlement Amount ("GSA"). Reasonable attorney's fees of up to one-third of the GSA, or $300,000, actual litigation costs of up to $20,000, a service award of up to $10,000 for plaintiff, settlement administration costs of $16,000, and $30,000 PAGA Payment for alleged civil penalties under PAGA, all will be paid from the GSA. The remainder of approximately $524,000 will be allocated among the Participating Class Members based on their total weeks worked during the Class Period. No portion of the GSA will revert to Defendant.

8. As noted, at least $524,000 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that does not 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 s will be allocated to penalties, unreimbursed expenses, and interest. Lakeside 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 his or her settlement check) will be forwarded to Family Services Agency of the Central Coast, Survivor's Healing Program as *cy pres* beneficiary.

9. Each Participating Class Member will receive a share of the Net Settlement Sum based on his or her position held and total weeks worked for Lakeside during the Class Period while employed as a non-exempt employee. Thus, each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of alleged unpaid wages, unpaid premium wages for missed meal breaks, and potential statutory penalties under applicable law. These methods are intended to ensure each Class Member receives a portion of the available settlement funds corresponding to the relative value of his or her 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 number of instances they missed a break, were not provided compensation in lieu of such missed breaks, or lost wages due to Defendant's alleged improper payroll practices.

10. All Participating Class Members will be deemed to release Defendant from all class claims alleged in the operative complaint, or that could have been brought based on the allegations in the operative complaint, during the Class Period, and the Aggrieved Employees will release all claims under PAGA for the PAGA Period. The releases are limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the operative complaint.

11. The Parties allocated $30,000 to payment of civil penalties under PAGA for such claims against Lakeside, and Plaintiff submits that amount if fair, reasonable and adequate, and consistent with PAGA's underlying purposes, as addressed in more detail below. As required by Labor Code section 2699(*l*)(2), my office gave notice of the settlement and preliminary approval hearing to the LWDA via its online portal. A true and correct copy of the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

The Proposed Settlement Meets the Dunk and Kullar Factors and is Within the Range of Reasonableness

12. Prior to mediation, the parties engaged in both formal and informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding Lakeside's payroll practices, a representative sampling of pay stubs and time records, applicable compensation plans, meal and rest break policies, etc., and information from Defendant regarding class size and breakdown, number of work weeks/pay periods, average rates of pay, and other information used to formulate a damages model. Plaintiff then had that information reviewed with the assistance of a consulting expert. Plaintiff's counsel are confident they obtained sufficient information to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is fair and reasonable.

13. Using that data, Plaintiff ran various calculations and estimated Lakeside's likely maximum exposure on the class claims at approximately $14,877,600, including $1,078,000 on the unpaid wage off the clock claims, $151,000 on the unpaid rest period claims, $85,100 on the unpaid overtime premium claims, $3,390,000 on the meal break claims, $3,3140,000 on the rest break claims, $385,000 on the expense reimbursement claim, $2,671,000 on the wage statement claims, and $3,72,500 on the waiting time penalty claims.

14. The unpaid wage claims focus primarily on Lakeside's alleged policy of paying employees based on their schedules rather than actual hours worked. Per Plaintiff, when being paid by the hour, supervisors would manually record the time for her entire work crew and would simply write down hours based on their schedule without accounting for pre- and post-shift work performed. Per Plaintiff, she and the class members typically worked as much as 30 extra minutes beyond their scheduled hours to complete the day's work, which time went unrecorded and uncompensated. Next, when working on a piece rate basis, Plaintiff alleged Lakeside failed to pay for rest breaks at the correct rate of pay, and further failed to pay for overtime hours at the correct rate of pay. When employees are paid by the piece, they must be separately compensated for rest periods and for non-productive time at their regular rate of pay. Plaintiff alleges that many times, when working piece rate, she and the employees did not receive the required pay for their rest breaks, separate and apart from their piece rate pay. Similarly, California law requires overtime to be paid at the regular rate of pay. As with the rest and recovery pay, Plaintiff alleges that Lakeside's own records show a failure to properly pay for overtime hours during many pay periods.

15. In response, Lakeside argued its payroll policies are fully compliant, that it properly tracked and paid for all hours worked at the appropriate hourly wage. Defendant emphasized its policies strictly prohibited "off the clock" work and, to the extent any employees did work off the clock it was unsanctioned and done without the employer's knowledge. Further, Defendant argued the issue would not be certifiable since it would require individualized inquiries whether any compensable "off the clock" work occurred, whether it was authorized or approved by management or done voluntarily, etc. Defendant likewise argued its payroll policies accounted and separately paid for rest and recovery periods for piece rate employees, and that all overtime was paid for at the correct premium rates.

16. On the meal and rest break claims, Plaintiff contends Lakeside's written policies are not fully compliant, and Plaintiff's review of the time and payroll records provided suggested Lakeside relied on an "auto deduct" policy whereby supervisors simply recorded a compliant 30 minute meal period for employees regardless of whether the meal period actually occurred or

whether it was compliant. Plaintiff submits the evidence ultimately will show that meal periods were not so precise as reflected in Defendant's records and, due to pressure from supervisors to produce as much as possible, meals were frequently cut short or taken late. This evidence will raise a presumption that class members were not provided with compliant meal periods. Plaintiff also contends she and the class members were consistently required to work in excess of four hours without receiving lawful ten minute rest periods. Even when they were provided an opportunity to take such a break within each four hour period, they were consistently denied compliant rest periods because such rest periods were interrupted and/or cut short by management, or used to travel from one field to the next such that the class members were still subject to employer control and on duty.

17. In response, Lakeside argued its written meal and rest break policies are fully compliant, that it provided employees with the opportunity to receive all required breaks as reflected in its time records. Defendant further maintained that, in light of its compliant policies and accurate records, whether a class member missed a meal period, received a late meal period, or missed a rest break would have been aberrational and against company policy. Thus, per Lakesdie, these issues are not amenable to class or representative treatment since their resolution would require individualized inquiries as to why a break was missed or non-compliant. Defendant also argued that class members frequently worked less than 6 hours on a shift, and either were not entitled to a lunch at all (if they worked less than 5 hours) or waived their lunch if working between 5 and 6 hours.

18. On the expense reimbursement claim, Plaintiff alleges she and the class members had purchase special knives and packs for harvesting crops, and special clothing to wear, but received no reimbursement. In response, Lakeside argued it provided employees with all tools and equipment necessary to perform their job duties and, to the extent employees purchased any special clothing, it was purely for personal convenience or comfort, was not necessary to their employment, and therefore was not reimbursable.

19. The claims under Labor Code sections 203 and 226 are derivative of the primary unpaid wage claims, and accordingly are subject to the same risks and uncertainties plus

additional risks posed by the need to take into account the discretionary nature of such awards and the "good faith" and other defenses available to Defendant. Thus, while these claims largely are derivative of the unpaid wage claim, they also are subject to additional defenses.

20. As far as potential PAGA liability, the allegedly aggrieved employees theoretically are entitled to penalties totaling over $12 million in civil penalties should Plaintiff prevail on all claims and establish violations of the multiple Labor Code sections at issue. As with the class claims, Plaintiff discounted the potential PAGA penalties based on Defendant's various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $45,000 to PAGA penalties, and Plaintiffs submit this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

21. 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 further and substantially delay any recovery by the class with no assurance of recovering significantly more than the proposed settlement. While Plaintiff is confident in the merits of these claims, legitimate controversies exist regarding each one of them. Plaintiff also recognizes proving the amount of wages and penalties due each Class Member would be an expensive, time-consuming, and uncertain proposition.

22. Plaintiff and her counsel discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. Plaintiff and counsel 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, and the overall $180,000 recovery represents a significant percentage of Defendant's potential exposure. Given these risks, a total recovery for

the class of $900,000, which will result in average award of some $--- per class member, plus additional amounts 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.

SETTLEMENT ADMINISTRATION COSTS

23. The settlement provides for a payment to Phownix from the GSA for its services as the Settlement Administrator. Phoenix has performed and will continue to perform its required duties through final distribution of the settlement funds, and incurred $16,000 in fees and expenses. Accordingly, Plaintiff respectfully requests the Court approve payment of $16,000 to Apex from the GSA.

PLAINTIFF'S ENHANCEMENT

24. Pursuant to the terms of the settlement, Plaintiff seeks modest incentive award of $10,000 for her service in bringing these claims on behalf of the Class. This 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 Defendant'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, placing themselves at 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, and kept abreast of all significant developments. Accordingly, the requested enhancement payment to Plaintiff is appropriate and justified as part of the settlement.

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

25. Per the terms of the settlement, up to 1/3 of the initial gross amount is allocated to payment of reasonable attorney's fees, or . 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.

26. Over the nearly three years this matter has been pending, Crosner Legal's efforts have 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 employees of the Defendant; (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) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (6) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (7) working with a consulting expert on the analysis of Defendant's informal production; (8) drafting a mediation brief and accompanying damages model after review and analysis of defendant's formal and informal discovery production; (9) attending an all-day mediation; (10) negotiating and drafting the settlement agreement and related documents; (11) drafting the consolidated amended complaint to effectuate the settlement; (12) drafting motion for preliminary approval, and attending the hearing; (13) administration of the settlement, including communications with the Settlement Administrator and settlement class members; (14) final approval and attorney's fees, and attending the final approval hearing; and (15) extensive communications with the Plaintiff regarding case status, case investigation and document review, mediation, and settlement terms. Additionally, Class Counsel will incur additional time following final approval to, inter alia, respond to class member inquiries, attend to distribution of settlement funds, and on the compliance hearing. Attached hereto as Exhibit 2 is a summary of Crosner Legal's work performed and time expended on this matter.

27. I received a Bachelor of Arts in Philosophy from the University of Maryland Baltimore County in 2001 and a Juris Doctor from New College of California School of Law in

2008. While a law student, I completed 600 hours of public interest law apprenticeship, at Legal Services for Children, Disability Rights California, and as a Certified Legal Intern with the Bay Area Legal Aid Housing Clinic. I have been a member of the California Bar since 2008. Since 2009, I have been a class action attorney, practicing mainly in the area of California wage and hour law, with the firms of Hoffman & Lazear, Kralowec Law P.C., Sundeen Salinas & Pyle, and Hunter Pyle Law. I joined Crosner Legal in May 2021 as a Senior Associate Attorney. In this role I routinely draft complaints and discovery, brief motions, appear before California courts for law and motion and settlement hearings, lead mediation negotiations, and draft settlement approval documents. I also regularly communicate with class members, co-counsel, and opposing counsel. I have represented thousands of employees in both state and federal courts, involving class actions and PAGA claims, and I have assisted in obtaining millions of dollars for employees during my years of practice.

28. I have been approved as Class Counsel by numerous courts throughout California, including in the following cases: *Alonzo, et al. v. First Transit, Inc.* (Los Angeles Superior Court case no. BC433932; settled for $2 million); *Sadiq v. Greatwide Dedicated Transport II, LLC* (Alameda County Superior Court case no. RG15789114; settled for $762,500); *Kostyuk v. Golden State Overnight Delivery Service, Inc.* (Alameda County Superior Court case no. RG14727191; settled for $1.25 million); *Newcomb, et al. v. J.B. Hunt Transport, Inc*. (Alameda County Superior Court case no. RG16815734; settled for $750,000); *Hooper v. URS Midwest, Inc.,* (San Bernardino Superior Court Case No. CIV DS1607489; settled for approximately $3 million); *Brooks, et al. v. Chariot Transit, Inc.* (San Francisco Superior Court case no. CGC-16-554398; settled for $750,000); *Austin, et al. v. Foodliner, Inc.* (Northern District of California, case number 16-cv-07185-HSG; settled for $1.2 million); *Castro, et al. v. ABM Industries, Inc., et al.* (Northern District of California, case number 17-cv-03026-YGR; settled for $5.4 million); *Benton v. Northern California InAlliance* (Sacramento County Superior Court, case number 34-2021-00293036; settled for $650,000); *French v. Lonza, Inc*. (Los Angles County Superior Court, case number 21STCV08097; settled for $556,500); *McKinnie v. Iron Mountain Secure Shredding, Inc., et al.* (Los Angeles Superior County Superior Court, case number

21STCV05707; settled for $1.5 million); and *Bland v. Marin Airporter* (Marin County Superior Court, case number CIV 2003640; settled for $450,000).

29. Zach Crosner is a 2010 graduate of University San Diego School of Law, and has some 14 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.

30. 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.

31. 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 2018-23 by Super Lawyers as a "Southern California Rising Star" for employment and labor law.

32. Brandon Brouillette is a 2009 graduate of Loyola Law School, Los Angeles. Prior to attending law school, he attended the University of Southern California and received a

bachelors of science in Business Administration in 2006. He has been a Partner at Crosner Legal since February 1, 2023. Prior to joining Crosner Legal, he was a Senior Associate and Team Director of a Wage and Hour Litigation Team at Capstone Law APC, which he originally joined as an associate attorney in May 2016.

33. Since being admitted to the California State Bar in 2010, his entire legal career has been dedicated to protecting employee and consumer rights through the prosecution of class action and representative actions filed on behalf of plaintiffs in class actions and statewide representative actions. Throughout his career he has managed or co-managed more than 100 class action and PAGA representative cases, from initial filing of the complaint through final resolution. In particular, he has served as class counsel in several certified class action cases, including:

a. *Party City Wage and Hour Cases*, JCCP4781 (class counsel for certified class of non-exempt hourly employees who worked for Defendants in California)

b. *Lewis v. Express Messenger Systems*, Los Angeles Superior Court Case No. BC501521 (class counsel for certified class of last-mile delivery drivers who were alleged to be misclassified as independent contractors)

c. *Ramirez-Vivar v. Grifols Diagnostic Solutions, Inc.*, *et al.*, Alameda County Superior Court, Case No. RG21099519 (class counsel for certified classes of non-exempt hourly employees who worked for Defendants in California)

d. *Jones v. LA Live* , Los Angeles County Case No. BC687908 (class counsel for certified issue classes consisting of hourly employees who worked at Staples Center and Nokia Theater)

34. He has been selected as a Super Lawyers 'Rising Star' every year since 2016 through 2022, which is a recognition that is provided to only 2.5% of active lawyers practicing within the State of California

35. 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.

36. 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.

37. 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.

38. 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 $1.2 million PAGA-only settlement in 2025 in *Denault v. Lewis Management Corp.*, Case No. CIVSB2107487 (San Bernardino Cty. Super. 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.). a $5,600,000 wage and hour class action settlement in 2025 in *Goodwin et al. v Save Mart*, Case No. STK-CV-UOE-2023-0002062 (San Joaquin Cty. Super. Ct.); a $1,300,000 wage and hour class action settlement in 2025 in *Perez v Qantas Airways Ltd*, Case No. 23STCV18974 (Los Angeles Cty. Super. Ct.); a $1,650,000 wage and hour class action settlement in 2025 in *Williams et al v. Bluetriton Brands* Case No. CIVSB2325920 (San Bernardino Cty. Super. Ct.); and a $2,038,000 PAGA settlement in 2026 in *Zermeno, et al. v Remington Lodging, et al.*, Case No. RG20069869 (Alameda Cty. Super. Ct.).

39. 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: Zachary M. Crosner $850/hour, Brandon Brouillette $800/hour, Chad Saunders $750/hour; Kiara Bramasco $650/hour, Branden Hamilton $650/hour; J. Kirk Donnelly $950/hour.

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

approximately 17 years of experience $750/hour (2017), and James Kawahito of Kawahito Law Group in Los Angeles, with approximately 16 years of experience $750/hour (2020).

41. 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, Mr. Brouillete, and myself, is over $800, and rates for attorneys with 20+ years of experienced such as Mr. Donnelly are over $1000/hour. 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

42. After the analysis above, Crosner Legal's lodestar is $218,080, based on 279.9 attorney hours spent litigating this case through the filing of this motion. Further, we will almost certainly spend additional time addressing settlement administration matters, responding to class member questions, etc.

43. As noted, Crosner Legal has represented Plaintiff for some two plus 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 his counsel the requested fees of $300,000 based on the common fund theory with a corresponding lodestar cross-check and reasonable 1.37 upward lodestar enhancement.

44. 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.

45. Crosner Legal assumes a great deal of contingent risk in every wage and hour class action it undertakes. Attorneys at the 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.

Class Counsel's Costs and Expenses are Reasonable

46. Crosner Legal's litigation costs and expenses are capped at $20,000 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	$2,055.90
Mediation Fees	$10,813.95
Expert Witness Fees	$8,695.00
Travel (to/from mediation)	$330.89
Postage/Overnight/Fax	$32.64
PAGA Filing Fee	$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	**$22,003.38**

47. These costs and expenses are reasonable in amount and all were necessary for the

successful litigation of this matter. I therefore respectfully request the Court approve payment of $20,000 in litigation costs and expenses to Crosner Legal consistent with the cap imposed under the Settlement Agreement.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 30th day of March at Los Angeles, California.

Declarant

Exhibit 1

Exhibit 2

Avila v. Lakeside Organic Gardens
Crosner Legal Time Report

Tasks	Zachary Crosner	Brandon Brouillette	Chad Saunders	Branden Hamilton	J. Kirk Donnelly	Kiara Bramasco
Pre-filing Case Investigation	3.2	0.0	0.0	6.3	0.0	7.3
Pleadings and Law and Motion	10.2	8.4	14.2	8.6	9.7	0.0
Discovery and Post-Filing Investigation	8.5	20.0	38.6	0.0	0.0	0.0
Court Appearances	0.0	0.0	3.1	0.0	1.0	0.0
Case Management; Litigation Strategy & Analysis	12.6	18.3	30.5	0.0	1.0	0.0
Mediation and Settlement	9.3	26.4	42.7	0.0	0.0	0.0
Total Hours	43.8	73.1	129.1	14.9	11.7	7.3
Hourly Rate	$850	$800	$750	$650	$950	$650
Lodestar	$37,230.00	$58,480	$96,825	$9,685	$11,115	$4,745

Total Hours: 279.9 **Total Lodestar: $218,080.00**