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9 As an individual on behalf of himself and
on behalf of all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF GLENN**

12 JOSE R. LOYA MEDINA, as an individual
13 on behalf of himself and on behalf of all
others similarly situated,

14
15 Plaintiff,

16 v.

17 RUMIANO CHEESE CO., a California
18 Corporation; and DOES 1-100, inclusive,

19 Defendants.
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Case No.: 22CV02958

COMPLEX CASE

*[Assigned for all purposes to the Hon. Alicia
Ekland, Dept. 2]*

**DECLARATION OF MICHAEL W.
JONES IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEYS' FEES AND COSTS**

**[Filed concurrently with Notice of Motion
and Motion; Memorandum of Points &
Authorities; Declaration Jarrod Salinas;
[Proposed] Order]**

Date: May 8, 2024

Time: 2:30 pm

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I, MICHAEL JONES, Declare:

1. I am an attorney duly licensed to practice in California and before this Court, and I am associated with Crosner Legal, PC, counsel of record for plaintiff Jose R. Loya Medina. 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.

2. Defendant Rumiano Cheese Co. was founded in 1919, and produces numerous different kinds of cheeses, including gouda, cheddar, mozzarella, havarti, and monterey jack, as well as other dairy products. Defendant operates multiple manufacturing plants including one in Crescent City, California and one in Willows, California. Plaintiff Medina began working for Defendant in or around January 2021 through a staffing agency named Express Employment Services before being hired directly by Defendant in or around June 2021. Plaintiff worked the Crescent City factory as a line worker in multiple departments, including the cheese department, butter department, and protein department. In September 2021, Plaintiff was injured while working and was placed on disability leave.

3. Plaintiff alleges he and the class were not paid properly by RCC, including having to work “off the clock” and that RCC underpaid them for overtime because it did not calculate the overtime rate correctly. He further alleges RCC failed to maintain compliant meal and rest break policies, that the company failed to provide all required breaks on a fully-compliant basis, and failed to pay the required premium wages for break violations. He also contends he and the class members had to use their personal phones for work purposes without any reimbursement.

4. Based on these allegations, Plaintiff filed his class action complaint against RCC On August 31, 2022, alleging causes of action for (1) recovery of unpaid minimum wages and liquidated damages (2) recovery of unpaid overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to reimburse business expenses; and (7) unfair competition. On November 1, 2022, Plaintiff filed a separate PAGA

1 representative complaint seeking civil penalties under PAGA based on the same alleged Labor
2 Code violations.

3 5. RCC has at all times denied Plaintiff's allegations and maintained its payroll
4 policies and procedures comply with California law, that it paid the class members all wages due,
5 and that it properly compensated the class members for all hours worked at the correct rates of
6 pay. It further argued there would be no reason for an employee to use their own phone while
7 working. Defendant also strongly contends the case cannot be maintained as any kind of class or
8 representative action, arguing determining the reasons for any off the clock work, or missed/non-
9 compliant breaks, would result individualized issues predominating and that a trial on a
10 representative basis would be unmanageable. Lastly, Defendant argued that a significant
11 percentage of putative class members signed arbitration agreements and therefore would not be
12 able to participate in any class proceedings.

13 6. After Plaintiff filed his complaint, the Parties began working on formal discovery
14 and, after lengthy discovery meet and confer sessions and discussions about the merits of the case,
15 ultimately agreed to mediate both the class action and PAGA cases. The Parties also agreed on a
16 protocol for an exchange of additional documents and information before the mediation.
17 Consequently, Plaintiff's counsel reviewed payroll records, personnel policies/handbooks, meal
18 and rest break policies, personnel files, and a random of sampling paystubs and time records for
19 about 25% of the class. Plaintiff had those records analyzed by Berger Consulting Group to look
20 for, inter alia, violation rates for missed, late and/or short meal breaks, potential violations,
21 damages for alleged unpaid double time, etc.

22 7. The Parties then engaged Todd Smith, Esq., a respected professional neutral with
23 substantial wage and hour and class action experience and, on July 14, 2023, the Parties
24 participated in a full day mediation with Mr. Smith. Throughout the day, the arms-length
25 negotiations were hard-fought and adversarial as the Parties exchanged extensive information on
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1 their legal and factual positions, and made numerous offers and counter-offers. By the end of the
2 day the Parties reached agreement on all major issues. T

3 8. Under the settlement, RCC will pay \$640,000 into a common fund, the Gross
4 Settlement Amount (“GSA”). Attorney’s fees of up to \$213,333.33 (1/3 of the GSA), litigation
5 costs of up to \$25,000 (only \$17,860.15 is requested), settlement administration costs of no more
6 than \$15,000, employer-side payroll taxes, and a payment of \$20,000 for PAGA civil penalties (to
7 be divided 75% to the Labor & Workforce Development Agency and 25% to the Aggrieved
8 Employees), all will be paid from the GSA. The remainder of around \$372,092 will be allocated
9 pro rata among the Class Members based on their total weeks worked during the Class Period. No
10 portion of the GSA will revert to RCC. Plaintiff entered into a separate settlement agreement with
11 RCC in resolution of all claims against the company, including Plaintiff’s individual non-wage
12 and hour claims related his employment and termination thereof, as addressed in more detail
13 below. Consequently he is not seeking a class representative enhancement award.

14 9. As noted, the settlement obligates RCC to pay \$640,000 to resolve the claims of the
15 Settlement, inclusive of attorney’s fees and costs. A minimum of approximately \$372,092, less
16 payroll taxes, from the GSA will be distributed to the Participating Class Members. This is a cash
17 settlement that does not require Participating Class Members to submit a claim form to receive their
18 settlement share. Participating Class Members will receive their settlement checks automatically
19 via First Class U.S. Mail. Twenty percent of each settlement share will be allocated to wages and
20 the remaining eighty percent will be allocated to penalties and interest, which allocation is consistent
21 with RCC’s potential liability as discussed below. Subject to the Court’s approval, any amounts not
22 claimed (because a class member does not cash his or her settlement check) will be forwarded to
23 the California State Controller’s Unclaimed Property Division.

24 10. Each Participating Class Member will receive a share of the Net Settlement Amount
25 based on his or her total weeks worked for RCC during the Class Period while employed as a non-
26 exempt employee working directly for RCC. Thus, each Class Member’s Individual Settlement
27 Payment will be calculated using criteria typically used in determining appropriate amounts of
28 unpaid wages, unpaid premium wages for missed meal and rest breaks, and potential statutory

1 penalties under applicable law. These methods are intended to ensure each Class Member receives
2 a portion of the available settlement funds corresponding to the relative value of his or her potential
3 claims. The proposed allocation provides a reasonable way to compensate Class Members based on
4 the amount of time they worked for RCC and the number of instances they allegedly missed a meal
5 break and/or rest break, were not provided compensation in lieu of such missed breaks, or lost hours
6 worked due to alleged time rounding.

7 11. All Participating Class Members will release RCC from all claims alleged in the
8 operative complaint, or that could have been brought based on the factual allegations in the
9 operative complaint, including PAGA claims, during the Class Period. The release is limited to the
10 claims that were actually were alleged, or could have been alleged, in the Operative Complaint
11 reasonably arising out of the same set of operative facts alleged in the Operative Complaint, which
12 arose during the Class Period.

13 12. The Parties allocated \$20,000 of the GSA to payment of civil penalties under
14 PAGA, as addressed in more detail below, and Plaintiff requests the Court approve that amount as
15 fair, reasonable, and adequate, and in furtherance of PAGA's purposes. As required by Labor
16 Code section 2699(1)(2), my office gave notice of the settlement and the final approval hearing to
17 the LWDA via its online portal. A true and correct copy of the LWDA's acknowledgment of
18 receipt is attached hereto as Exhibit 1.

19 13. Prior to mediation, the parties engaged in formal and informal discovery to
20 facilitate settlement discussions. Thus, Plaintiff reviewed documents and information regarding
21 RCC's payroll practices, a random sampling of pay stubs and time records for sampling of class
22 members, applicable compensation plans, etc., and information from Defendant regarding class
23 size and breakdown, work weeks/pay periods, rates of pay, and other relevant information.
24 Plaintiff then had that information analyzed by a consulting expert to assist in determining
25 potential violation rates and other data used to formulate a damages model. Plaintiff's counsel are
26 confident they obtained sufficient information to understand the law and facts of this case and
27 make an informed decision regarding the proposed settlement and whether it is fair and
28 reasonable.

1 14. Using that data, Plaintiff ran various calculations and estimated RCC's likely
2 maximum exposure on the class claims at approximately \$9,282,000, including about \$161,000 on
3 the unpaid wage claims, about \$2,273,000 on the meal period claims, approximately \$4,929,000
4 on the rest break claims, about \$294,000 for expense reimbursement, about \$1,104,000 for wage
5 statement violations, and approximately \$521,000 in waiting time penalties.

6 15. On the unpaid wage claims, Plaintiff alleged RCC failed to pay overtime based on
7 the employees' "regular rate of pay" as required under California law. Plaintiff alleged Defendant
8 paid non-discretionary bonuses to its employees but, per Plaintiff's allegations, it did not factor
9 these bonuses/incentives when calculating Plaintiff's or any of the other employees' regular rate
10 of pay for purposes of paying his overtime wages. Instead, his, and all other employees', overtime
11 rates are exactly 1.5x their base hourly rate. On the other hand, RCC argued it accurately tracks
12 and pays for all hours worked, and that its compensation policies are legal and fully comply with
13 California law. It also emphasized that it has no rounding policy and did not round employee time
14 punches.

15 16. On the meal break claim, Plaintiff alleges he and other employees were often
16 pressured to work through their meal breaks due to the heavy workload involved in keeping
17 production going on the line. Notably, those working in the butter department never received their
18 lawful meal breaks on time, or at all, due to understaffing and Defendant's failure to provide relief
19 workers. Plaintiff's review of the time records produced further suggests numerous "de facto"
20 violations and Plaintiff contends around 48% of all shifts have at least one unique meal period
21 violation, particularly with respect to the failure to provide second meal periods on shifts over 10
22 hours.

23 17. In response, RCC argued its break policies are fully compliant with California law,
24 that it provided class members with the opportunity to take all required breaks, and that many
25 class members waived their second meal periods. Defendant further maintained that, in light of its
26 compliant policies, whether a class member missed a meal period, received a late meal period, or
27 missed a rest break would have been aberrational and against company policy. Thus, per RCC,
28 these issues are not amenable to class or representative treatment since their resolution would

1 require individualized inquiries as to why a break was missed or non-compliant. RCC further
2 argued that in many instances it paid the required one hour of premium pay for documented
3 violations.

4 18. For rest breaks, Plaintiff again argued that there were numerous “de facto”
5 violations where class members didn’t receive a break, or didn’t receive a compliant break, due to
6 the press of business and understaffing. As with meal breaks, Defendant argued the applicable
7 rest break policies complied with California law, and that it authorized and permitted employees to
8 take all required breaks. Defendant further contended that, in light of the fact that it is not required
9 to maintain a record of rest periods, any evidence of failure to authorize rest periods and/or
10 discouragement from taking rest periods would be purely anecdotal and individual issues would
11 predominate on liability. This arguably would once again make class certification and a trial
12 unmanageable since the number of instances an employee missed a rest break would have to be
13 tested on a case by case basis to determine compliance.

14 19. For Plaintiff’s expense reimbursement claim, he argued Defendant failed to
15 reimburse Plaintiff and the other employees for expenses incurred in using their personal mobile
16 phones and data for business purposes. Of note, Plaintiff and the other employees were frequently
17 contacted by text message and/or phone call with questions and requests regarding their
18 availability for shifts. In response, RCC argued there would be no need for an employee use a
19 phone to perform his or her work duties, and thus any such use would have been unnecessary and
20 purely for personal convenience, and therefore not reimbursable.

21 20. Plaintiff also alleged derivative claims under Labor Code § 226 (alleged inaccurate
22 wage statement violations) and §§ 201-203 (waiting time penalties), both based on the failure to
23 properly record and pay for all hours worked, and will rise or fall along with that primary claim, in
24 addition to being subject to “good faith” and other defenses available to Defendant. Accordingly,
25 Plaintiff discounted the derivative claims significantly in light of these multiple potential defenses.

26 21. As far as potential PAGA liability, the theoretical penalties totaled over \$5.8
27 million should Plaintiff prevail on all claims and establish violations of the multiple Labor Code
28 sections at issue for every single eligible pay period. As with the class claims, Plaintiff discounted

1 the potential PAGA penalties for the multi-layered defenses proffered by Defendant on the merits,
2 and further discounted these claims since the Court possesses wide discretion to reduce such
3 penalties even if Plaintiff ultimately prevailed. Accordingly, the Parties allocated \$20,000 to
4 PAGA penalties, which amount is reasonable and in line with comparable settlements in other
5 class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA
6 portion of the settlement, and will be able to weigh in as necessary.

7 22. If the case had not settled, the risk and expense associated with litigation would
8 have been extremely time consuming and expensive. Merits discovery and trial preparation would
9 have been extensive. For example, our attorneys have been involved in class/representative cases
10 where the parties undertook merits discovery and eventually took over 40 depositions and
11 interviewed dozens of additional witnesses before the matter finally settled. It is also common
12 now in wage and hour class/representative actions for both sides to retain experts to assess various
13 issues in a case. For instance, it is possible this matter would have required one or more experts,
14 or perhaps a special master, to review and analyze the defendants' time and payroll records in
15 order to calculate the amount of missed meal and rest breaks, to calculate the exact amount of time
16 lost to time rounding, or to undertake an analysis of these issues via a survey and statistical
17 analysis. The cost of such experts easily can run into the tens of thousands of dollars, and we
18 found expert assistance necessary just to prepare for mediation. Finally, even if Plaintiff certified
19 a class, maintained certification through merits discovery and trial, and prevailed at trial,
20 Defendants would almost certainly appeal, thereby delaying payment to the class for several more
21 years. Plainly continued litigation would substantially delay any recovery with no assurance of
22 recovering significantly more than the proposed settlement. While Plaintiff and I are confident in
23 the merits of the claims, a legitimate controversy exists as to each claim. We also recognize
24 proving the amount of potential wages and penalties due each Class Member would be an
25 expensive, lengthy, and uncertain proposition.

26 23. We discounted the value of the class claims consistent with the risks discussed
27 above, and carefully weighed the likelihood of the class receiving substantially greater benefit if
28 the litigation continued. Plaintiff and I concluded – in light of these very real and substantial risks

1 – settlement on the proposed terms and without prolonged and costly litigation was in the best
2 interests of the class. The overall \$640,000 recovery represents a significant percentage of
3 Defendant’s maximum exposure. Given Defendant’s multi-layered defenses and all other
4 potential risks of continued litigation, a total recovery for the class of \$640,000 is a significant
5 result well within the range of reasonableness considering all potential outcomes, and it will
6 provide direct monetary awards to all Class Members without further delay.

7 24. The settlement provides for a payment to Phoenix for its services as the Settlement
8 Administrator. As set forth in the Declaration of Jarrod Salinas, Phoenix has performed and will
9 continue to perform its required duties through final distribution of the settlement funds, and
10 incurred \$11,000 in fees and expenses. Accordingly, I respectfully request the Court approve
11 payment of \$11, 000 to Phoenix from the GSA.

12 25. Per the terms of the settlement, up to 1/3 of the GSA, or \$213,333.33, is allocated
13 to payment of reasonable attorney’s fees. Here, the parties did not negotiate the inclusion of
14 attorney's fees until after extensive arms-length bargaining regarding relief to the Class was
15 completed. The requested fee and cost award was a product of these arms-length
16 negotiations and fairly reflects the marketplace value of the services rendered by Class
17 Counsel in this case for the reasons addressed herein.

18 26. Over the two years this matter has been pending, Crosner Legal’s efforts
19 included: (1) extensive pre-lawsuit investigation of Plaintiff’s claims, including legal research,
20 research into similar claims and claims against other employers in the same industry, and attempts
21 to locate and contact other employees of Defendant; (2) drafting a PAGA notice letter; (3) drafting
22 the initial complaints and related documents; (4) extensive case management in both cases,
23 including communications with separate defense counsel, meeting and conferring/preparing case
24 management statements, etc.; (5) propounding initial written discovery, (6) lengthy discussions
25 with defense counsel regarding settlement/mediation and informal discovery needed for
26 meaningful settlement discussions; (7) engaging in substantial informal discovery, including
27 propounding informal discovery “requests” and reviewing documents and other information
28 produced; (8) drafting a mediation brief and accompanying damages model after review and

1 analysis of Defendant's informal discovery production; (9) attending an all-day mediation; (10)
2 drafting and filing an amended complaint; (11) negotiating and drafting the settlement agreement
3 and related documents; (12) drafting the motion for preliminary approval, and attending the
4 hearing; (13) administration of the settlement, including communications with the Settlement
5 Administrator and settlement class members; (14) drafting the motion for final approval and
6 attorney's fees, and attending the final approval hearing; and (15) extensive communications with
7 the Plaintiff regarding case status, case investigation and document review, mediation, and
8 settlement terms. Additionally, we will incur additional time following final approval to, inter alia,
9 respond to class member inquiries, work with the Settlement Administrator on the distribution of
10 settlement funds, and on the compliance hearing. Attached as Exhibit 2 is a chart setting forth a
11 true and correct summary of Crosner Legal's efforts and time expended.

12 27. I am a 2016 graduate of the University of Southern California, Gould School of
13 Law and an associate wage and hour attorney with Crosner Legal. I have practiced litigation since
14 becoming a member of the California State Bar in 2016, and have worked exclusively in
15 employment law for the past five years. Upon graduating law school, I worked as the USC Fellow
16 for Public Counsel in downtown Los Angeles, representing homeless and disabled veterans in
17 actions to recover service-connected disability benefits and non-service connected pensions, as
18 well as appeals seeking discharge upgrades and misdemeanor expungements. Following my
19 fellowship, I worked as an associate with Weston & McElvain LLP providing representation in
20 commercial property insurance disputes, primarily for a Fortune 500 company. Prior to joining
21 Crosner Legal in February 2022, I was the senior-most associate attorney at Reisner & King LLP,
22 representing workers in wage and hour, wrongful termination, and FEHA cases. Over the course
23 of my career, I have assisted in recovering millions of dollars for employees subjected to unlawful
24 work conditions and practices.

25 28. Zach Crosner is a 2010 graduate of University San Diego School of Law. He has
26 some 13 years of experience as a practicing attorney, all of which have focused on litigation of
27 employment, labor law, consumer, and class action claims. Following my graduation, he
28 immediately began working for a nationally recognized plaintiff's complex litigation firm,

1 CaseyGerry, where he had the fortune of working directly with past presidents of the consumer
2 attorneys and recipients of trial attorneys of the year awards. He also worked for former CAALA
3 and CLAY trial attorney of the year recipient, attorney Conal Doyle, as his sole associate attorney.
4 During my tenure at these firms, he focused on advocating for the rights of consumers and
5 employees in class action litigation, civil rights and employment litigation, catastrophic injuries,
6 insurance bad faith and appellate litigation.

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

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

21 31. Jamie Serb is a partner with Crosner Legal and head of the firm's Wage and Hour
22 practice group. She graduated from the University of California, San Diego in 2004 and graduated
23 from California Western School of Law in 2013. She has been a member of the California State Bar
24 since 2013. She began working as a wage and hour class action attorney in 2015 at the Mara Law
25 Firm, PC (previously Turley & Mara Law Firm, APLC; Turley Law Firm, APLC), and has handled
26 wage and hour class actions and PAGA lawsuits on behalf of employees for about 8 years and
27 assisted in recovering millions on behalf of employees.

28 32. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a

1 1995 graduate *cum laude* of the University of San Diego School of Law, where he was selected
2 to the Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation associate
3 with Ross Dixon & Bell, LLP (now Troutman Pepper LLP), in Orange County, California,
4 where his practice focused on complex business, employment, and insurance coverage disputes.
5 In 2003, he became associated with Dostart Clapp & Coveney, LLP, then one of the premiere
6 plaintiffs' wage and hour class action firms in California. In 2008, he founded the Law Offices
7 of J. Kirk Donnelly, APC and, in January 2019, also became Of Counsel to Crosner Legal, P.C.
8 Since 2003, his practice has focused on representing plaintiffs in wage and hour and consumer
9 law matters, including both class actions and individual matters. He has served as class counsel
10 in over 50 wage and hour class actions.

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

17 34. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
18 action settlements while serving as lead class counsel in recent years, including but not limited to a
19 \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
20 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
21 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
22 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
23 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a
24 \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*
25 *dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and
26 hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160
27 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v.*
28 *Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15

1 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No.
2 4:18-CV-04864-YGR (N.D.Cal.)); a \$2.2 million wage and hour class action settlement in 2021
3 (*Ghorchian, et al. v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super.
4 Ct.)); a \$2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original*
5 *Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1
6 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No.
7 21CV382467 (Santa Clara Cty. Super. Ct.)), a \$1.4 million wage and hour class action settlement
8 in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino
9 Cty. Super. Ct.), a \$2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v.*
10 *Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); and a \$2.5
11 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No.
12 CIVDS1931464 (San Bernardino Cty. Super. Ct.).

13 35. Based upon the qualifications and experience set forth above, the following hourly
14 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M. Crosner
15 \$800/hour, Jamie K. Serb \$750/hr, J. Kirk Donnelly \$900/hour, Michael Jones \$600/hr, and Kiara
16 Bramasco \$650/hr.

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

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

3 37. The requested rates also comport with the adjusted Laffey Matrix, which provides
4 that reasonable hourly rates for attorneys with 10+ years of experience, such as Mr. Crosner and
5 Ms. Serb is over \$800, for attorneys with 20+ years of experience such as Mr. Donnelly, is almost
6 \$1000. The adjusted Laffey Matrix may be found at <http://www.laffeymatrix.com/see.html>.
7 Similarly, the December 8, 2008 article, "Billable Hours Aren't the Only Game in Town
8 Anymore," NATIONAL LAW JOURNAL, which set forth the following hourly billing rates as
9 reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of wage-and-hour
10 class actions that I have opposed when litigating wage-and-hour class actions: Partners: \$475-
11 \$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year -
12 \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.36

13 38. After the analysis above, Crosner Legal's lodestar is \$187,855.00 based on 270.5
14 attorney hours spent litigating this case through the filing of this motion. Further, we will almost
15 certainly spend additional time addressing settlement administration matters, responding to class
16 member questions, etc. As compared to the fees requested on a percentage of the recovery basis,
17 the above lodestar results in a modest upward enhancement of 1.13. I respectfully submit the
18 requested fees for my firm are reasonable under all of the circumstances of this case as outlined
19 above, and represents a fair return for the contingency assumed. The benefit conferred on the
20 Settlement Class Members and the potential difficulty of the case further bolsters the
21 reasonableness of the requested fee and lodestar enhancement.

22 39. As noted, Crosner Legal has represented Plaintiff for some two plus years with
23 respect to this matter and has expended a significant amount of time and resources in that
24 representation. The firm agreed to litigate this case on a purely contingent basis and in so doing
25 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the
26 case with these cases in general. Under all relevant factors (as outlined herein and in the
27 accompanying memorandum), Plaintiff respectfully requests the Court award his counsel the
28 requested fees of \$213,333.33 based on the common fund theory with a corresponding lodestar

1 cross-check and modest lodestar enhancement of 1.13.

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

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

21 42. Class Counsel's litigation costs and expenses are capped at \$25,000 under the terms
22 of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by
23 Crosner Legal is set forth below:

24

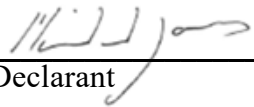
Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$4,289.00
Mediation Fees	\$9,000.00
Expert Fees	\$4,140.00
CourtCall Charges	\$144.00
Postage/Overnight/Fax	\$112.15

PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$17,860.15

43. I therefore respectfully request the Court approve payment of **\$17,860.15** in litigation costs and expenses to Crosner Legal.

44. 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 15th day of April 2024, at Los Angeles, California.


Declarant

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EXHIBIT

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EXHIBIT

2

**Jose Loya Medina vs. Rumiano Cheese Co.
(Glenn County Superior Court Case No. 22CV02958)**

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Michael Jones	Kirk Donnelly	Kiara Bramasco
Pre-filing Case Investigation	7.4	0.0	0.0	0.0	12.8
Pleadings and Law and Motion	6.2	0.0	4.1	10.2	10.6
Discovery and Post-Filing Investigation	1.4	0.0	8.6	0.0	0.0
Court Appearances	0.0	0.0	0.0	1.0	0.0
Case Management; Litigation Strategy & Analysis	22.7	61.4	74.4	0.8	0.0
Mediation and Settlement	6.9	17.7	24.3	0.0	0.0
Total Hours	44.6	79.1	111.4	12.0	23.4
Hourly Rate	\$800	\$750	\$600	\$900	\$650
Lodestar	\$35,680.00	\$59,325.00	\$66,840.00	\$10,800.00	\$15,210.00

Total Hours: 270.5
Total Lodestar: \$187,855.00