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Attorneys for Plaintiffs
VALERIA BOLANOS and FANNY THORNG

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

VALERIA BOLANOS, as an individual on
behalf of herself and on behalf of all others
similarly situated,

Plaintiff,

vs.

NEWPORT FAB, LLC, a Delaware Limited
Liability Corporation; TOWER
SEMICONDUCTOR NEWPORT BEACH,
INC., a Delaware Corporation; JAZZ
SEMICONDUCTOR TRUSTED
FOUNDRY, INC., a Delaware Corporation;
TOWER SEMICONDUCTOR USA, INC., a
California Corporation; JAZZ
SEMICONDUCTOR, INC., an unknown
entity; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 30-2022-01280696-CU-OE-CXC

Assigned for all purposes to:
Hon. Layne H. Melzer
Dept. CX102

**DECLARATION OF SEPIDEH ARDESTANI
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT, AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS**

Date: June 26, 2025
Time: 2:00 p.m.
Dept. CX-102

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1 Bolanos filed a separate PAGA action on or about October 8, 2022, seeking PAGA civil
2 penalties based on the same alleges Labor Code violations. On September 9, 2022, Plaintiff
3 Thorng filed a class action lawsuit against Defendant (Orange County Superior Court Case No.
4 30-2022-01279796), alleging various Labor Code violations. The Parties subsequently
5 stipulated to dismiss the Thorng action without prejudice and add Plaintiff Thorng as a named
6 plaintiff in the Bolanos action. The Court subsequently consolidated the Bolanos class action
7 and the separately filed PAGA action into Case No. 30-2022-01280696.

8 4. Plaintiffs allege Defendant committed multiple Labor Code violations. First, they
9 claim Newport Fab failed to pay all minimum and overtime wages due to a time rounding policy
10 that systematically deprived employees of all wages, and failing to pay for “off the clock” work
11 such as donning and doffing protective gear, going through security checkpoints, etc. Plaintiffs
12 next contend Defendant failed to provide meal breaks prior to the end of the 5th hour of work
13 and rounding meal break time punches such that employees did receive a full 30-minute break,
14 and by failing to provide second lunch breaks on shifts exceeding 10 hours of work. Plaintiff
15 further allege Defendant failed to provide rest breaks by, inter alia, prohibiting employees from
16 leaving the premises while no break. Lastly, Plaintiffs allege they regularly used their personal
17 phones for work purposes without reimbursement.

18 5. Newport Fab has at all times denied Plaintiffs’ allegations and maintained its
19 break and payroll policies and procedures comply with California law, that it provided its
20 employees with required meal and rest breaks, that it properly accurately tracked employee time
21 and paid Plaintiffs and all other employees all wages due at the correct hourly and overtime
22 rates. Defendant also argued there would be no need for employees to use their own phones for
23 work purposes. Newport Fab strongly contends the case cannot be maintained as any kind of
24 class or representative action, arguing that to the extent class members missed meal breaks, that
25 such breaks were non-compliant, or that any unpaid “off the clock” work occurred, it was
26 intermittent and infrequent and evidence of such violations would be purely anecdotal, and
27 therefore individualized issues predominate and trial would be unmanageable.
28

1 6. After initial discovery and meet and confer discussions about the merits of the
2 case, the parties agreed to attempt early mediation. The Parties also agreed on a protocol for an
3 exchange of additional documents and information before the mediation in addition to the
4 formal discovery already completed. Consequently, Plaintiffs' counsel reviewed payroll
5 records, personnel policies/handbooks, meal and rest break policies, personnel files, and a
6 random of sampling paystubs and time records. Plaintiffs then had those records analyzed by
7 Berger Consulting Group to look for, inter alia, violation rates for missed, late and/or short meal
8 breaks, potential violations and damages from the alleged rounding policy, etc. Defendant also
9 provided data regarding the total number of current and former employees, the estimated total
10 amount of workweeks and pay periods they worked, average hourly pay rates, among other
11 relevant data.

12 7. The Parties then engaged Todd Smith, Esq., a highly respected mediator with
13 extensive wage and hour class action experience and, in October 2023, participated in a full day
14 mediation with Mr. Smith. By the end of the day, the Parties were able to reach agreement on all
15 major issues. The Parties fully-executed the Class Action and PAGA Settlement Agreement and
16 Class Notice in May 2024. The Parties amended the Class Action and PAGA Settlement
17 Agreement and Class Notice in October 2024. On or around October 25, 2024, the Parties filed
18 supplemental documents in support of Plaintiffs' Motion for Preliminary Approval of Class
19 Action Settlement. The Court granted preliminary approval to the settlement on November 15,
20 2024.

21 **THE PROPOSED SETTLEMENT TERMS**

22 8. Under the settlement, Newport Fab will pay \$3,900,000.00 into a common fund,
23 the Gross Settlement Amount ("GSA"). Reasonable attorney's fees of up to one-third of the
24 GSA, or \$1,300,000.00, actual litigation costs of up to \$30,000.00 (only \$26,681.90 is
25 requested), modest enhancement awards of up to \$10,000.00 for each plaintiff, settlement
26 administration costs of \$12,000.00, and \$100,000.00 for alleged civil penalties under PAGA, all
27 will be paid from the GSA. The remainder of approximately \$2,441,318 will be allocated
28

1 among the Participating Class Members based on their total weeks worked during the Class
2 Period. No portion of the GSA will revert to Newport Fab.

3 9. As noted, the settlement obligates Newport Fab to pay \$3,900,000.00 to resolve
4 the Settlement Class's claims, inclusive of attorney's fees and costs. At least \$2,441,318 from
5 the GSA will be distributed to the Participating Class Members. This is a cash settlement that
6 does not require Participating Class Members to submit a claim form to receive their settlement
7 share. Participating Class Members will receive their settlement checks automatically via First
8 Class U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the
9 remaining eighty percent will be allocated to expenses, penalties and interest. Newport Fab will
10 pay any and all applicable employer-side payroll taxes separately and in addition to the GSA.
11 Subject to the Court's approval, any amounts not claimed (because a class member does not
12 cash his or her settlement check) will be forwarded to the California State Controller's
13 Unclaimed Property Fund.

14 10. Each Participating Class Member will receive a share of the Net Settlement
15 Amount based on his or her position held and total weeks worked for Newport Fab during the
16 Class Period while employed as a non-exempt employee. Thus, each Class Member's Individual
17 Settlement Payment will be calculated using criteria typically used in determining appropriate
18 amounts of alleged unpaid wages, unpaid premium wages for missed meal breaks, unreimbursed
19 expenses, and potential statutory penalties under applicable law. These methods are intended to
20 ensure each Class Member receives a portion of the available settlement funds corresponding to
21 the relative value of his or her potential claims. The proposed allocation provides a reasonable
22 way to compensate Class Members based on the amount of time they worked for Newport Fab,
23 and the number of instances they missed a break, were not provided compensation in lieu of
24 such missed breaks, or lost wages due to underpaid overtime.

25 11. All Participating Class Members will be deemed to release Newport Fab from all
26 claims alleged in the operative complaint, or that could have been brought based on the
27 allegations in the operative complaint, including PAGA claims, from March 21, 2018 to April
28 13, 2024. The release is limited to the claims that were actually pleaded or could have been

1 pleaded based on the alleged facts in the operative complaint.

2 12. The Parties allocated \$100,000.00 to payment of civil penalties under PAGA for
3 such claims against Newport Fab, which amount Plaintiffs submit is fair, reasonable and
4 adequate and consistent with PAGA's underlying purposes. As required by Labor Code section
5 2699(l)(2), my office gave notice of the settlement and preliminary approval hearing to the
6 LWDA via its online portal, and further served the LWDA with this motion as reflected on the
7 proof of service. Attached hereto as **Exhibit 1** is a true and correct copy of the LWDA's
8 acknowledgment of receipt.

9 **The Proposed Settlement Meets the Dunk and Kullar Factors and is within the Range of**
10 **Reasonableness, And Final Approval Should Be Granted**

11 13. Prior to mediation, the parties engaged in extensive informal discovery to facilitate
12 settlement discussions. As a result, Plaintiffs reviewed documents and information regarding
13 Newport Fab's payroll practices, pay stubs and time records for a sampling of class members,
14 meal and rest break policies, etc., and information from Defendant regarding class size and
15 breakdown of job positions, work weeks, rates of pay, and other information used to formulate a
16 damages model. This extensive information then was analyzed by a consulting expert to look for
17 meal and rest break violation rates, time lost due to rounding, time spent working off the clock
18 due to donning/doffing, security checks, etc., and other issues relevant to liability and damages.
19 Plaintiffs' counsel are confident they obtained sufficient information to enable them to understand
20 the law and facts of this case and make an informed decision regarding the proposed settlement
21 and whether it is in the best interests of the class.

22 14. Using that data, Plaintiffs ran various calculations and estimated Newport Fab's
23 likely maximum exposure on the class claims at approximately \$33.18 million, including about
24 \$58,500.00 on the rounding claim, 2.372 million on the off the clock/unpaid wage claims,
25 approximately \$10.022 million on the meal period claims, about \$13.163 million on the rest
26 period claims, approximately \$895,000.00 on the expense reimbursement claim, around \$3.712
27 million on the wage statement claims, and \$2.957 million on the waiting time penalty claims.
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1 15. The unpaid wage claims focus primarily on Newport Fab’s alleged failure to pay
2 Class Members at least minimum wages and/ or overtime wages for all of their hours worked.
3 Per Defendant’s CBAs, employees had to be at their workstation at the beginning of their shift,
4 meaning they typically clocked a few minutes early in order to at their station on time. Per
5 Plaintiffs, this policy when coupled with Defendant’s rounding policy resulted in employees
6 losing a few minutes of time per shift even though Defendant’s time keeping system captured
7 every minute on the clock. Second, Plaintiffs’ allege a policy requiring them to go through a
8 lengthy donning/doffing process with required protective equipment, and also undergoing a
9 security checkpoint process when entering and leaving the work facility. Per Plaintiffs,
10 Defendant required employees to go through the donning and doffing process and security
11 checkpoint *before* clocking in at the beginning of their shifts, and *after* clocking out at the end
12 of their shifts, which could take several minutes each shift.

13 16. In response, Defendant argued its payroll policies are fully compliant, that it
14 properly tracked and paid for all hours worked at the appropriate hourly wage. Defendant also
15 emphasized time rounding is permissible under California law so long it has an overall neutral
16 effect on employee time and compensation. Additionally, Defendant argued any
17 donning/doffing was done on the clock and compensated for and, to the extent it was not on the
18 clock, it was done against company policy and without the company’s knowledge. Defendant
19 likewise argued the issue would not be certifiable since it would require individualized inquiries
20 whether any compensable “off the clock” work occurred, whether for donning/doffing, security
21 checks, or otherwise, and why it was or was not documented and paid for.

22 17. On the meal and rest break claims, Plaintiffs contend Newport Fab’s written
23 policies are not fully compliant, and Plaintiffs’ review of the time and payroll records provided
24 suggested these deficiencies in the written policies affected employee breaks. For example,
25 Plaintiffs’ analysis showed a 76.4% violation rate for “de facto” meal period violations,
26 primarily for late meal periods starting after the fifth hour of work. Indeed, per Plaintiffs, many
27 lunches weren’t even scheduled to start until well after the fifth hour, in violation of the Labor
28 Code. Plaintiffs also contend Defendant’s rounding policy resulted in shortened meal breaks.

1 Lastly, Plaintiffs emphasized they did not receive second meal periods on shifts greater than 10
2 hours, and that any waivers of second breaks were invalid and unenforceable.

3 18. Plaintiffs also contend employees were consistently required to work in excess of
4 four hours (or major fraction thereof) without receiving lawful rest periods. Plaintiffs argued
5 they did not receive a net ten minute break after accounting for walking from their work station
6 to the break room and back, and further that rest periods were interrupted and/or cut short by
7 management and other employees requiring assistance.

8 19. In response, Newport Fab argued its written break policies are fully compliant,
9 that it provided employees with the opportunity to receive all required breaks, and that class
10 members validly waived their second meal periods. Defendant further maintained that, in light
11 of its compliant policies, whether a class member missed a meal period, received a late meal
12 period, or missed a rest break would have been aberrational and against company policy. Thus,
13 per Newport Fab, these issues are not amenable to class or representative treatment since their
14 resolution would require individualized inquiries as to why a break was missed or non-
15 compliant.

16 20. On the expense reimbursement claim, Plaintiffs allege that throughout their
17 employment, they and the class members were required to use their personal cell phones in
18 order to communicate with supervisors and other employees during work hours. The aggrieved
19 employees would not have been able to successfully accomplish their duties without incurring
20 these business expenses. However, Defendant did not reimburse Plaintiffs and the class
21 members for this expense. On the other hand, Defendant argued there would be no conceivable
22 need for employees to use their phones for work and that any use of employee phones was
23 purely for personal convenience and therefore not reimbursable.

24 21. The claims under Labor Code sections 203 and 226 are derivative of the primary
25 unpaid wage claims, and accordingly are subject to the same risks and uncertainties plus
26 additional risks posed by the need to take into account the discretionary nature of such awards
27 and the “good faith” and other defenses available to Defendant. Thus, while these claims
28 largely are derivative of the unpaid wage claim, they also are subject to additional defenses.

1 22. Finally, Defendant argued the applicable CBA's controlled and exempted it from
2 liability for meal breaks and overtime under Labor Code sections 510 and 512, and further that
3 the CBA's required arbitration of employment disputes. Plaintiffs countered by noting that such
4 exemptions apply only if the CBA provides for a regular hourly rate of pay of not less than 30
5 percent more than the state minimum wage rate, and further noting that in many instances the
6 base hourly wage for class members was less than the required threshold. Thus, per Plaintiffs
7 the CBAs were inapplicable and did not exempt Newport Fab from potential liability or
8 otherwise impact Plaintiffs' claims in any way.

9 23. As far as potential PAGA liability, the allegedly aggrieved employees
10 theoretically are entitled to penalties totaling around \$18 million in civil penalties should
11 Plaintiffs prevail on all claims and establish violations of the multiple Labor Code sections at
12 issue for each and every pay period. As with the class claims, Plaintiffs discounted the potential
13 PAGA penalties based on Defendant's various defenses on the merits and also accounted for the
14 Court's wide discretion to reduce such penalties, or to decline to award penalties at all.
15 Accordingly, the Parties allocated \$100,000.00 to PAGA penalties, and Plaintiffs submit this
16 amount is reasonable under the circumstances and in line with comparable settlements in other
17 wage and hour class actions in California. Additionally, the LWDA has been informed of the
18 terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

19 24. The settlement obviates the significant risk that this Court may find any kind of
20 class or representative resolution unachievable or deny certification of all or some of Plaintiffs'
21 claims. Furthermore, even if Plaintiffs obtained certification of all or some of the claims,
22 continued litigation would be lengthy and expensive as the parties pursued merits discovery, a
23 probable motion to decertify, as well as trial and possible appeals, and would further and
24 substantially delay any recovery by the class with no assurance of recovering significantly more
25 than the proposed settlement. While Plaintiffs and counsel are confident in the merits of these
26 claims, legitimate controversies exist regarding each one of them. Plaintiffs also recognizes
27 proving the amount of wages and penalties due each Class Member would be an expensive,
28 time-consuming, and uncertain proposition.

1 25. Plaintiffs, co-counsel and I discounted the value of the class claims consistent
2 with the risks discussed above, and carefully weighed the likelihood of the class receiving
3 substantially greater benefit if the litigation continued. We concluded – in light of these very
4 real and substantial risks – settlement on the proposed terms and without prolonged and costly
5 litigation was in the best interests of the class, and the overall \$3,900,000.00 recovery represents
6 a significant percentage of Defendant’s potential exposure. Given these risks, a total recovery
7 for the class of \$3,900,000.00, which will result in average award of about \$2,042 per class
8 member, is a significant result well within the range of reasonableness considering all potential
9 outcomes, and it will provide direct monetary awards to all Class Members without further
10 delay.

11 **PLAINTIFFS’ ENHANCEMENTS**

12 26. Here, the Settlement Agreement provides for an enhancement of up to
13 \$10,000.00 to each Plaintiff. These requests are reasonable given the risks they undertook on
14 behalf of the Class Members. By contacting and retaining counsel to pursue these claims,
15 Plaintiffs helped make this settlement possible for the absent Class Members, while shouldering
16 the risk of being liable for Defendant’s litigation costs. Plaintiffs also exposed themselves to
17 unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google
18 search) for the benefit of other employees, placing themselves at risk of discrimination by future
19 prospective employers. As stated in their respective declarations filed at preliminary approval,
20 among taking many other actions assisting in the successful litigation of this case, both
21 Plaintiffs provided substantial factual information and documents to counsel, attended numerous
22 meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant
23 developments.

24 **SETTLEMENT ADMINISTRATION COSTS**

25 27. The settlement provides for a payment to Phoenix for its services as the
26 Settlement Administrator. As set forth in the Declaration of Yami Burns, Phoenix has
27 performed and will continue to perform its required duties through final distribution of the
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1 settlement funds and incurred \$12,000.00 in fees and expenses. Accordingly, Plaintiffs
2 respectfully request the Court approve payment of \$12,000.00 to Phoenix from the GSA.

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

4 28. Per the terms of the settlement, up to one-third (1/3) of the gross settlement
5 amount is allocated to payment of reasonable attorney's fees. Here, the parties did not
6 negotiate the inclusion of attorney's fees until after extensive arms-length bargaining
7 regarding relief to the Class was completed. The requested fee and cost award was a
8 product of these arms-length negotiations and fairly reflects the marketplace value of the
9 services rendered by my office in this case for the reasons addressed herein.

10 29. As is fully detailed below and the accompanying Yslas Declaration, Class
11 Counsel's efforts included: (1) extensive pre-lawsuit investigation of the claims of Plaintiffs
12 and the putative class, including legal research, obtaining Plaintiffs' employment records,
13 research into similar claims and claims against other employers in the same industry, and
14 attempts to locate and contact other employees of Defendant; (2) drafting PAGA notice letters;
15 (3) drafting the initial class and PAGA complaints and related documents; (4) case management,
16 including communications with defense counsel, meeting and conferring/preparing case
17 management statements, etc.; (5) lengthy discussions with defense counsel regarding
18 settlement/mediation and informal discovery needed for meaningful settlement discussions; (6)
19 engaging in substantial informal discovery, including propounding informal discovery
20 "requests" and reviewing documents and other information produced; (7) drafting a mediation
21 brief and accompanying damages model after review and analysis of defendant's informal
22 discovery production; (8) attending an all-day mediation; (9) negotiating and drafting the
23 settlement agreement and related documents; (10) drafting the amended complaint; (11) drafting
24 the motion for preliminary approval and supplemental papers; (12) administration of the
25 settlement, communications with the Settlement Administrator and settlement class members;
26 (13) drafting the motion for final approval and motion for attorney's fees, and attending the final
27 approval hearing; and (14) extensive communications with the Plaintiffs regarding case status,
28 case investigation and document review, mediation, and settlement terms. A true and correct

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

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

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

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

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

7 34. Jamie Serb is a partner with Crosner Legal and head of the firm’s Wage & Hour practice
8 group. She graduated from the University of California, San Diego in 2004 and graduated from
9 California Western School of Law in 2013, and has been a member of the California Bar since 2013. She
10 gained extensive experience in wage and hour litigation, beginning work as a class action attorney in
11 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley Law Firm,
12 APLC). She has handled wage and hour class actions and PAGA lawsuits for some 10 years and has
13 assisted in obtaining millions of dollars for employees during her years of practice.

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

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

25 37. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a
26 1995 graduate *cum laude* of the University of San Diego School of Law, where he was selected
27 to the Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation associate
28 with Ross Dixon & Bell, LLP (now Troutman Pepper Locke LLP), in Orange County,

1 California, where his practice focused on complex business, employment, and insurance
2 coverage disputes. In 2003, he became associated with Dostart Clapp & Coveney, LLP, then
3 one of the premiere plaintiffs' wage and hour class action firms in California. In 2008, he
4 founded the Law Offices of J. Kirk Donnelly, APC and, in January 2019, also became Of
5 Counsel to Crosner Legal, P.C. Since 2003, his practice has focused on representing plaintiffs
6 in wage and hour and consumer law matters, including both class actions and individual matters.
7 He has served as class/lead counsel in over 50 wage and hour class and PAGA actions.

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

1 *FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38
2 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*,
3 Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action
4 settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino
5 Cty. Super. Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo*
6 *Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million
7 wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*,
8 Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action
9 settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super.
10 Court); a \$1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case
11 No. 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class
12 settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super.
13 Ct); and a \$1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v.*
14 *Signature Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.).

15 39. Based upon the qualifications and experience set forth above, the following
16 hourly rates are reasonable for attorneys practicing in this area of the law in California: Zachary
17 M. Crosner \$800/hour, Jamie Serb \$750/hour, Sepideh Ardestani \$700/hour, Kiara Bramasco
18 \$650/hour, J. Kirk Donnelly \$900/hour and Branden Hamilton \$600/hour.

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

1 Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience
2 respectively, both \$825/hour (2018), Jason Ehrlich of McCormack & Ehrlich LLP in San
3 Francisco, with approximately 17 years of experience \$750/hour (2017), and James Kawahito of
4 Kawahito Law Group in Los Angeles, with approximately 16 years of experience \$750/hour
5 (2020).

6 41. The requested rates also comport with the adjusted Laffey Matrix, which
7 provides that reasonable hourly rates for attorneys with 10+ years of experience, such as Messrs.
8 M. Crosner and myself is over \$800. The adjusted Laffey Matrix may be found at
9 <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article, “Billable
10 Hours Aren’t the Only Game in Town Anymore,” NATIONAL LAW JOURNAL, which set
11 forth the following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a
12 leading firm in the defense of wage-and-hour class actions that I have opposed when litigating
13 wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year -
14 \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th
15 Year - \$455.36

16 42. After the analysis above, Crosner Legal’s lodestar is \$252,563.00, based on
17 326.03 attorney hours spent litigating this case through the filing of this motion. When
18 combined with co-counsel’s lodestar, Class Counsel’s total aggregate lodestar is \$518,983.00.
19 Further, we will almost certainly spend additional time addressing providing supplemental
20 briefing prior to the hearing, addressing settlement administration matters, responding to class
21 member questions, etc.

22 43. As noted, Crosner Legal has represented Plaintiffs for some three 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
26 the case with these cases in general. Under all relevant factors (as outlined herein and in the
27 accompanying memorandum), Plaintiffs respectfully requests the Court award their counsel the
28 requested fees of \$1,300,000.00 based on the common fund theory with a corresponding

lodestar cross-check and an upward modifier of 2.50. Counsel will split any fees awarded 50/50, and both Plaintiffs have been informed of and consented to the fee split in writing.

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

45. Crosner Legal assumes a great deal of contingent risk in every wage and hour class action it undertakes. Attorneys at Crosner Legal 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 \$100,000.00 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.

46. Class Counsel's litigation costs and expenses are capped at \$30,000.00 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	\$3,937.99

Mediation Fees	\$4,500.00
PAGA Filing Fee	\$75.00
Postage/Delivery	(waived)
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$8,512.99

47. These costs and expenses all were necessary to the successful prosecution of the case, and are reasonable in amount. As reflected in the Yslas Declaration, our co-counsel's costs are \$18,168.91.02, for a grand total of \$26,681.90 for Class Counsel. I therefore respectfully request the Court approve payment of \$26,681.91 in litigation costs and expenses to Class Counsel, including \$8,512.99 to Crosner Legal and \$18,168.91 to Wilshire Law Firm, PLC.

48. 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 10th day of June 2025, at Los Angeles, California.



Declarant

EXHIBIT

1

EXHIBIT

2

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Orange County Superior Court Case No. 30-2022-01280696

SUMMARY OF ATTORNEY TIME / LODESTAR FEES

Total Attorneys' Hours: 326.03

Total Lodestar Fees: \$252,563.00

FIRM/ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
CROSNER LEGAL, PC				
Zachary Crosner	2010	113.3	\$850	\$96,305.00
Jamie Serb	2013	130.8	\$750	\$98,100.00
Sepideh Ardestani	2010	18.1	\$700	\$12,660.00
Kiara Bramasco	2018	11.4	\$650	\$7,410.00
Kirk Donnelly	1995	22.1	\$900	\$19,890.00
Michael Jones	2016	10.03	\$600	\$6,018.00
Branden Hamilton	2011	20.3	\$600	\$12,180.00
TOTAL**	--	326.03	--	\$252,563.00

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

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Crosner Legal Time Report Detailed
Zachary Crosner

Attorney	Hourly Rate	Time Spent	Fee	Description of Work Performed
Zachary Crosner	\$850.00	2.7	\$2,295.00	Review Intake & Discussions W/ Team About Additional Info To Obtain
Zachary Crosner	\$850.00	1.1	\$935.00	Review/Revise Records Request & Entities To Send To
Zachary Crosner	\$850.00	0.4	\$340.00	Email Correspondence W/ Opposing Counsel
Zachary Crosner	\$850.00	2.9	\$2,465.00	Discussion Re. SOL, Entities To Include, Potential Allegations, Etc.
Zachary Crosner	\$850.00	1.2	\$1,020.00	Client Update
Zachary Crosner	\$850.00	0.5	\$425.00	Reviewed Deadline Reminders
Zachary Crosner	\$850.00	0.9	\$765.00	Client Update
Zachary Crosner	\$850.00	3.7	\$3,145.00	Internal Discussion Re. Filing Class Case Or PAGA Only, CBA Potential Issues, Etc.
Zachary Crosner	\$850.00	4.5	\$3,825.00	Review/Revise PAGA Notice
Zachary Crosner	\$850.00	2.2	\$1,870.00	Review CBA Agreement & Internal Discussion
Zachary Crosner	\$850.00	4.6	\$3,910.00	Research Potentially Overlapping Case That Was Filed, Differences In Claims Alleged, Discussion With Team Internally
Zachary Crosner	\$850.00	5.8	\$4,930.00	Review Records Produced; Prelitigation Analysis Of All Claims And Other Relevant Info, And Strategy Session Related Thereto
Zachary Crosner	\$850.00	1.1	\$935.00	Review/Revise Amended PAGA Notice & Discussion Re. Revised Deadlines
Zachary Crosner	\$850.00	4.9	\$4,165.00	Revise/Revise Class Complaint
Zachary Crosner	\$850.00	1.4	\$1,190.00	Discussion Re. Service Of Process/Notice

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				Acknowledgment; Peremptory Challenge & Review 170.6 Motion & Review of Motion
Zachary Crosner	\$850.00	1	\$850.00	Review Court Order; Reassignment
Zachary Crosner	\$850.00	3.2	\$2,720.00	Discussion Re. Filing Separate PAGA Case, Strategy, Claims, Etc.
Zachary Crosner	\$850.00	3.7	\$3,145.00	Review/Revise PAGA Only Complaint
Zachary Crosner	\$850.00	2.5	\$2,125.00	Review Def's Answer To Class Complaint
Zachary Crosner	\$850.00	3.3	\$2,805.00	Internal Discussion Re JPA With Co-Counsel; Strategies Around It - Which Defendants To Keep, Whether To Consolidate/Amend, Etc.
Zachary Crosner	\$850.00	2.5	\$2,125.00	Review/Revise Response To Def's Letter Re. Entities
Zachary Crosner	\$850.00	4.7	\$3,995.00	Review And Discussion Re. Def's Meet/Confer Re. Demurrer
Zachary Crosner	\$850.00	2.2	\$1,870.00	Discussion Re. Tolling Agreement & Review Of Agreement
Zachary Crosner	\$850.00	0.5	\$425.00	Review Plaintiff'S CMC Statement
Zachary Crosner	\$850.00	1.2	\$1,020.00	Review Defendants' Answer To PAGA Only Complaint
Zachary Crosner	\$850.00	1	\$850.00	Review/Revise Plaintiff's Motion To Dismiss Entities & Signed Order
Zachary Crosner	\$850.00	0.3	\$255.00	Review Joint Status Conf Statement
Zachary Crosner	\$850.00	4.3	\$3,655.00	Review/Revise Plaintiff'S Written Discovery For Both PAGA Only Case And Class Case
Zachary Crosner	\$850.00	2.8	\$2,380.00	Strategy Session Meeting Re. Case
Zachary Crosner	\$850.00	0.7	\$595.00	Discussion Re. Scheduling Mediation
Zachary Crosner	\$850.00	5.3	\$4,505.00	Review Mediation Doc Production & Discussions Re. Claims
Zachary Crosner	\$850.00	5.7	\$4,845.00	Review/Revise Mediation Brief
Zachary Crosner	\$850.00	1.4	\$1,190.00	Review Co-Counsel Edits To Brief
Zachary Crosner	\$850.00	4	\$3,400.00	Prepare For Mediation
Zachary Crosner	\$850.00	3.2	\$2,720.00	Review Damages Expert Analysis And

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				Revisions/Follow Ups
Zachary Crosner	\$850.00	9.5	\$8,075.00	Mediation & Follow Up Discussions
Zachary Crosner	\$850.00	3.7	\$3,145.00	Review Settlement Agreement & Discussions Related Thereto
Zachary Crosner	\$850.00	3.2	\$2,720.00	Review/Revise Preliminary Approval Motion
Zachary Crosner	\$850.00	1.7	\$1,445.00	Review Order, Settlement Admin Discussions, Weekly Reports & Other Approval Admin- Related Items
Zachary Crosner	\$850.00	3.8	\$3,230.00	Review/Revise Final Approval Motion
TOTAL:	--	113.3	\$96,305.00	--

Crosner Legal Time Report Detailed
Jamie Serb

Attorney	Hourly Rate	Time Spent	Fee	Description of Work Performed
Jamie Serb	\$750	1.4	\$1,050	Review PAGA complaint before filing
Jamie Serb	\$750	0.4	\$300	Em exchange re filing complaint packet
Jamie Serb	\$750	0.3	\$225	Review conformed docs and judicial assignment
Jamie Serb	\$750	0.4	\$300	Em exchange re judicial assignment and notes to the file
Jamie Serb	\$750	0.3	\$225	Em case assignment to MJ
Jamie Serb	\$750	0.1	\$75	Review em exchange re NAR
Jamie Serb	\$750	2.1	\$1,575	Review draft class complaint
Jamie Serb	\$750	0.3	\$225	Em exchange re separate case filings
Jamie Serb	\$750	0.5	\$375	Review em exchange re complaint filing
Jamie Serb	\$750	0.4	\$300	Em exchange re CBA, PAGA notice, NAR

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Jamie Serb	\$750	0.3	\$225	Review conformed class complaint packet
Jamie Serb	\$750	0.6	\$450	Em exchange re judicial assignment
Jamie Serb	\$750	0.4	\$300	Review 170.6 and advise re service
Jamie Serb	\$750	0.2	\$150	Review em exch re NAR
Jamie Serb	\$750	0.3	\$225	Review OC local rules re joint report requirements
Jamie Serb	\$750	0.2	\$150	Review intake
Jamie Serb	\$750	1.1	\$825	Review CBA
Jamie Serb	\$750	0.6	\$450	Em class case assignment to MJ
Jamie Serb	\$750	0.1	\$75	Review 9/22/22 MO
Jamie Serb	\$750	0.5	\$375	Em exchange re service/NAR
Jamie Serb	\$750	0.1	\$75	Review 10/11/22 MO
Jamie Serb	\$750	0.3	\$225	Em exchange re service of MO
Jamie Serb	\$750	0.3	\$225	Em exchange re status of NARs
Jamie Serb	\$750	0.2	\$150	Em exchange re judicial assignment
Jamie Serb	\$750	0.1	\$75	Review NARs
Jamie Serb	\$750	0.3	\$225	Em exchange re filing separate PAGA case
Jamie Serb	\$750	0.3	\$225	Em exchange w/MJ re case strategy
Jamie Serb	\$750	0.6	\$450	Em discussion re defendant entities
Jamie Serb	\$750	0.6	\$450	Ems re Fanny Thorng case
Jamie Serb	\$750	0.3	\$225	Em exchange re responsive pleading extension
Jamie Serb	\$750	1.1	\$825	Review Thorng complaint

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Jamie Serb	\$750	0.6	\$450	Internal discussion re initial discovery drafts
Jamie Serb	\$750	2.8	\$2,100	Review draft discovery
Jamie Serb	\$750	0.9	\$675	Review discovery service emails
Jamie Serb	\$750	0.2	\$150	Discussion re Thorng case
Jamie Serb	\$750	0.2	\$150	Em exchange re additional extension
Jamie Serb	\$750	0.3	\$225	Review stipulation and decs from defense
Jamie Serb	\$750	0.4	\$300	Em exchange re defendant entities
Jamie Serb	\$750	0.6	\$450	Review Answer
Jamie Serb	\$750	0.4	\$300	Em exchange w/WLF re Thorng
Jamie Serb	\$750	0.2	\$150	Review NOE re Stipulation
Jamie Serb	\$750	0.6	\$450	Em exchange w/OC re dismissal and discovery
Jamie Serb	\$750	0.1	\$75	Internal em exchange re discovery and POS discrepancy
Jamie Serb	\$750	0.1	\$75	Em re defendant entity
Jamie Serb	\$750	0.2	\$150	Em exchange re Thorng
Jamie Serb	\$750	0.7	\$525	Internal em re strategy and dismissal of entities
Jamie Serb	\$750	0.2	\$150	Em exchange re JPA draft
Jamie Serb	\$750	0.2	\$150	Internal em re client update
Jamie Serb	\$750	0.6	\$450	Review draft response re Thorng email fr OC; paystubs
Jamie Serb	\$750	0.7	\$525	Em exchange re Thorng case and dismissal
Jamie Serb	\$750	0.2	\$150	R/r em fr OC re dismissal and proper entities
Jamie Serb	\$750	0.4	\$300	Em exch w/WLF re proper entities

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Jamie Serb	\$750	0.4	\$300	Em exchange w/OC re documentation re entities
Jamie Serb	\$750	0.2	\$150	Review documents from OC
Jamie Serb	\$750	0.4	\$300	Em exchange re agreement to dismiss entities
Jamie Serb	\$750	0.6	\$450	Review and edit tolling agreement
Jamie Serb	\$750	0.8	\$600	Em exchange re edits w/WLF
Jamie Serb	\$750	0.2	\$150	Review dec re meet & confer
Jamie Serb	\$750	0.4	\$300	Em exchange w/OC re tolling agreement
Jamie Serb	\$750	0.9	\$675	Internal discussion re CBA; strategy, Adolph
Jamie Serb	\$750	0.3	\$225	Internal discussion re stip/amd complaint
Jamie Serb	\$750	0.4	\$300	Review/edit stip to amend
Jamie Serb	\$750	0.2	\$150	Internal discussion re request to dismiss entities
Jamie Serb	\$750	0.6	\$450	Review/edit draft dismissal docs
Jamie Serb	\$750	0.4	\$300	Em exchange re executed tolling agreement
Jamie Serb	\$750	0.2	\$150	f/u em exchange re status of dismissals
Jamie Serb	\$750	0.7	\$525	Em exchange re strategy
Jamie Serb	\$750	0.9	\$675	Em exchange re compel arbitration
Jamie Serb	\$750	0.6	\$450	Em exchange re amnd PAGA letters
Jamie Serb	\$750	0.3	\$225	Em exchange re responsive pleadings
Jamie Serb	\$750	0.5	\$375	Em exchange re Jazz Semiconductor Inc
Jamie Serb	\$750	0.3	\$225	Review/revise case management conference
Jamie Serb	\$750	0.2	\$150	Review Thorng CMC statement
Jamie Serb	\$750	1.6	\$1,200	Discussion/argument re relation back issue

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Jamie Serb	\$750	0.1	\$75	Review 1/17/23 MO
Jamie Serb	\$750	0.4	\$300	Em exchange re dismissal
Jamie Serb	\$750	0.2	\$150	Em exchange re PAGA dismissal
Jamie Serb	\$750	0.6	\$450	Review Answer (class)
Jamie Serb	\$750	0.4	\$300	Review/edit request for dismissal (PAGA)
Jamie Serb	\$750	0.1	\$75	Review rejection and advise MJ of correction
Jamie Serb	\$750	0.3	\$225	Review amended Thorng PAGA letter
Jamie Serb	\$750	0.4	\$300	Em exchange re Thorng CMC and amended complaint
Jamie Serb	\$750	0.1	\$75	Review RFD order
Jamie Serb	\$750	0.6	\$450	Review Answer (PAGA)
Jamie Serb	\$750	0.9	\$675	Review amended complaint and edit
Jamie Serb	\$750	0.3	\$225	Review/edit joint stip re FAC
Jamie Serb	\$750	0.2	\$150	Em exchange re amended complaint
Jamie Serb	\$750	0.3	\$225	Review Thorng dismissal draft
Jamie Serb	\$750	0.6	\$450	Em exchange re stip edits
Jamie Serb	\$750	0.2	\$150	F/u re status of stip/FAC
Jamie Serb	\$750	0.1	\$75	Review edits to stip
Jamie Serb	\$750	0.3	\$225	Em exchange re CMC in Thorng
Jamie Serb	\$750	0.6	\$450	Em exchange re dismissal and amendments
Jamie Serb	\$750	0.3	\$225	Client update
Jamie Serb	\$750	0.2	\$150	Internal discussion re mediation

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Jamie Serb	\$750	1.7	\$1,275	Em exchange re mediators, availability, scheduling mediation, no pick-up stix
Jamie Serb	\$750	0.2	\$150	Review CMC statement
Jamie Serb	\$750	0.3	\$225	Em exchange re Belaire West mailing
Jamie Serb	\$750	0.2	\$150	Review stipulation re mediation
Jamie Serb	\$750	0.1	\$75	Review 4/18/23 MO
Jamie Serb	\$750	0.2	\$150	Em exchange re CMC continuance
Jamie Serb	\$750	0.3	\$225	Em exchange re stip/FAC
Jamie Serb	\$750	0.1	\$75	Review CMC statement
Jamie Serb	\$750	0.1	\$75	Review 5/2/23 MO
Jamie Serb	\$750	0.2	\$150	Em exchange re CMC continuance
Jamie Serb	\$750	0.1	\$75	Review order re FAC
Jamie Serb	\$750	0.2	\$150	Internal discussion re mediation confirmation
Jamie Serb	\$750	0.2	\$150	f/u re status of FAC filing
Jamie Serb	\$750	0.2	\$150	Internal discussion re mediation preparation
Jamie Serb	\$750	0.2	\$150	Em exchange re mediation info/docs needed
Jamie Serb	\$750	0.2	\$150	Review docs from mediator's office
Jamie Serb	\$750	0.2	\$150	Em re confirmation of mediation payment
Jamie Serb	\$750	0.3	\$225	Client update
Jamie Serb	\$750	0.5	\$375	Em exchange re mediation requests
Jamie Serb	\$750	0.4	\$300	Review informal mediation requests
Jamie Serb	\$750	0.3	\$225	Em exchange with mediator's office

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Jamie Serb	\$750	0.3	\$225	Internal discussion re mediation requests
Jamie Serb	\$750	0.4	\$300	Em exchange re data for mediation
Jamie Serb	\$750	0.4	\$300	Em exchange re mediation brief
Jamie Serb	\$750	0.2	\$150	Review ems from damages expert
Jamie Serb	\$750	0.3	\$225	Em exchange re document production
Jamie Serb	\$750	0.7	\$525	Em exchange with expert re claims
Jamie Serb	\$750	0.2	\$150	Rev em from expert re class data
Jamie Serb	\$750	0.1	\$75	Rev em from WLF re mediation brief call
Jamie Serb	\$750	1.2	\$900	Em exchange re Thorng details for brief
Jamie Serb	\$750	0.3	\$225	Em exchange re missing class data
Jamie Serb	\$750	0.6	\$450	Internal em exchange re FAC filing issues
Jamie Serb	\$750	0.4	\$300	Em exchange re union issue
Jamie Serb	\$750	0.5	\$375	Em exchange with expert
Jamie Serb	\$750	0.5	\$375	Review damages report
Jamie Serb	\$750	0.6	\$450	Em exchange re damages report w/expert
Jamie Serb	\$750	0.4	\$300	Em exchange w/OC re discrepancies in data
Jamie Serb	\$750	9.6	\$7,200	Review docs and draft mediation brief
Jamie Serb	\$750	10.8	\$8,100	Draft mediation brief
Jamie Serb	\$750	0.2	\$150	Call w/WLF re brief
Jamie Serb	\$750	0.4	\$300	Em exchange re draft brief
Jamie Serb	\$750	0.4	\$300	Review edits to brief; finalize for mediator
Jamie Serb	\$750	0.5	\$375	Em exchange re final damages report

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Jamie Serb	\$750	0.3	\$225	Em exchange with expert re claims
Jamie Serb	\$750	0.4	\$300	Em exchange re final brief; send to OC/mediator
Jamie Serb	\$750	0.3	\$225	Em exchange re expert's final damage report
Jamie Serb	\$750	0.6	\$450	Review damage report
Jamie Serb	\$750	0.2	\$150	Internal ems re mediation zoom info
Jamie Serb	\$750	8.2	\$6,150	Prepare for and attend mediation
Jamie Serb	\$750	1.3	\$975	Em exchange w/mediator re continued negotiations
Jamie Serb	\$750	0.2	\$150	Call w/Todd and John re: next moves (mediation)
Jamie Serb	\$750	0.3	\$225	Em exchange w/mediator re our demand
Jamie Serb	\$750	0.1	\$75	Em fr mediator re counter-offer
Jamie Serb	\$750	0.5	\$375	call w/mediator and WLF re: next move; discussion re: counter move
Jamie Serb	\$750	0.8	\$600	Em exchange w/mediator re counter offer
Jamie Serb	\$750	0.2	\$150	Call w/mediator and WLF re: next move
Jamie Serb	\$750	0.2	\$150	Em exchange re joint report
Jamie Serb	\$750	0.7	\$525	Em exchange w/mediator re next steps
Jamie Serb	\$750	0.3	\$225	Em exchange re client update
Jamie Serb	\$750	0.2	\$150	Em exchange re status of joint report
Jamie Serb	\$750	0.2	\$150	Em exchange w/mediator re proposal
Jamie Serb	\$750	0.2	\$150	Internal em exchange re calendaring
Jamie Serb	\$750	0.2	\$150	Em exchange re draft joint report

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Jamie Serb	\$750	0.2	\$150	Review draft joint report
Jamie Serb	\$750	0.2	\$150	Review em exchange re joint report to OC
Jamie Serb	\$750	0.2	\$150	Em exchange w/mediator re status of proposal
Jamie Serb	\$750	0.2	\$150	Call w/mediator re proposal
Jamie Serb	\$750	0.2	\$150	Em exchange w/WLF re forthcoming proposal
Jamie Serb	\$750	0.2	\$150	Review mediator proposal
Jamie Serb	\$750	0.2	\$150	Internal discussion re mediator's proposal
Jamie Serb	\$750	0.1	\$75	Internal em re CMC
Jamie Serb	\$750	0.1	\$75	Review 2/14/24 MO
Jamie Serb	\$750	0.4	\$300	Em exchange re acceptance of mediator's proposal
Jamie Serb	\$750	0.3	\$225	Em exchange re settlement agreement
Jamie Serb	\$750	3.6	\$2,700	Review draft settlement agreement
Jamie Serb	\$750	0.6	\$450	Review edits to settlement agreement
Jamie Serb	\$750	0.9	\$675	Em exchange w/WLF re terms of settlement agreement
Jamie Serb	\$750	0.3	\$225	Internal discussion re admin bids
Jamie Serb	\$750	0.2	\$150	Em exchange re status of settlement agreement
Jamie Serb	\$750	0.5	\$375	Em exchange re drafting MPA
Jamie Serb	\$750	0.3	\$225	Em exchange re status of settlement agreement
Jamie Serb	\$750	0.2	\$150	Internal discussion re MPA draft
Jamie Serb	\$750	0.4	\$300	Internal discussion re status of settlement agreement

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Jamie Serb	\$750	0.2	\$150	Em exchange re status of settlement agreement
Jamie Serb	\$750	1.9	\$1,425	Review edits to SA; make further edits
Jamie Serb	\$750	0.3	\$225	Internal discussion re SA requirements
Jamie Serb	\$750	0.2	\$150	Em exchange re add'l edits to SA
Jamie Serb	\$750	0.4	\$300	Internal discussion re SA, notice
Jamie Serb	\$750	0.1	\$75	Review 4/10/24 MO
Jamie Serb	\$750	0.3	\$225	Em exchange w/WLF re SA edits
Jamie Serb	\$750	0.2	\$150	Em exchange w/OC re SA edits
Jamie Serb	\$750	0.1	\$75	Internal discussion re case file
Jamie Serb	\$750	0.3	\$225	Em exchange w/OC re SA edit
Jamie Serb	\$750	0.1	\$75	Call w/OC re SA edit
Jamie Serb	\$750	0.4	\$300	Em exchange re finalization of SA
Jamie Serb	\$750	0.3	\$225	Em exchange re MPA draft
Jamie Serb	\$750	0.4	\$300	Em exchange re signatures on SA
Jamie Serb	\$750	0.2	\$150	Internal em exchange re status of MPA
Jamie Serb	\$750	0.1	\$75	Em re class notice
Jamie Serb	\$750	0.5	\$375	Em exchange re draft MPA docs
Jamie Serb	\$750	0.3	\$225	Em exchange w/OC re MPA docs
Jamie Serb	\$750	0.8	\$600	Em exchange w/WLF re MPA docs
Jamie Serb	\$750	0.5	\$375	Em exchange w/WLF re final MPA docs
Jamie Serb	\$750	0.6	\$450	Em exchange re OC edits to MPA docs
Jamie Serb	\$750	1.1	\$825	Internal em exchange re finalizing MPA for

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				filing
Jamie Serb	\$750	0.3	\$225	Em exchange re joint report
Jamie Serb	\$750	1.1	\$825	Internal em exchange re filing MPA/LWDA docs
Jamie Serb	\$750	0.2	\$150	Internal discussion re filing joint report
Jamie Serb	\$750	0.5	\$375	Em exchange re filing joint report
Jamie Serb	\$750	0.1	\$75	Review 6/24/24 MO
Jamie Serb	\$750	0.1	\$75	Internal em re continuance
Jamie Serb	\$750	0.6	\$450	Review MPA tentative ruling
Jamie Serb	\$750	0.3	\$225	Em exchange re NOE
Jamie Serb	\$750	0.2	\$150	Em exchange w/WLF re tentative ruling
Jamie Serb	\$750	0.1	\$75	Review 9/20/24 MO
Jamie Serb	\$750	0.2	\$150	Internal em exchange re edits to SA
Jamie Serb	\$750	1.1	\$825	Reassign case to SA; provide case details, procedural posture, and assign next steps
Jamie Serb	\$750	0.2	\$150	Review em re edits to SA
Jamie Serb	\$750	0.4	\$300	Review ems re suppl brief
Jamie Serb	\$750	0.3	\$225	Em exchange re suppl brief
Jamie Serb	\$750	0.4	\$300	Em exchange re escalator clause
Jamie Serb	\$750	0.7	\$525	Review edits to SA and suppl docs
Jamie Serb	\$750	0.8	\$600	Review em exchange re suppl docs and SA
Jamie Serb	\$750	0.3	\$225	Internal discussion re OC edits
Jamie Serb	\$750	0.2	\$150	Review OC edits to SA

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Jamie Serb	\$750	0.5	\$375	Internal em exchange re filing
Jamie Serb	\$750	0.2	\$150	Review tentative ruling on MPA
Jamie Serb	\$750	0.1	\$75	Review 11/8/24 MO
Jamie Serb	\$750	0.7	\$525	Em exchange with settlement admin
Jamie Serb	\$750	0.7	\$525	Internal em exchange re LWDA upload
Jamie Serb	\$750	0.3	\$225	Review em exchange w/admin re class data
Jamie Serb	\$750	0.2	\$150	Review preliminary calculations from admin
Jamie Serb	\$750	0.4	\$300	Review em exchange w/admin re calcs
Jamie Serb	\$750	0.1	\$75	Review em fr admin re mailing notice
Jamie Serb	\$750	0.1	\$75	Review weekly report
Jamie Serb	\$750	0.3	\$225	Em exchange w/class member
Jamie Serb	\$750	0.1	\$75	Review weekly report
Jamie Serb	\$750	0.3	\$225	Em exchange w/class member
Jamie Serb	\$750	0.1	\$75	Review weekly report
Jamie Serb	\$750	0.1	\$75	Review weekly report
Jamie Serb	\$750	0.3	\$225	Em exchange w/class member
Jamie Serb	\$750	0.1	\$75	Review 2/6/25 MO
Jamie Serb	\$750	0.1	\$75	Review weekly report
Jamie Serb	\$750	0.3	\$225	Em exchange re missing class member
Jamie Serb	\$750	0.1	\$75	Review weekly report
Jamie Serb	\$750	0.6	\$450	Em exchange re providing notice to 30 add'l CMs

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Jamie Serb	\$750	0.3	\$225	Em exchange re obtaining new MFA hearing
Jamie Serb	\$750	0.2	\$150	Em exchange w/admin re notice to 30 CMs
Jamie Serb	\$750	0.1	\$75	Review weekly report
Jamie Serb	\$750	0.1	\$75	Review weekly report
Jamie Serb	\$750	0.5	\$375	Internal em exchange re MFA hearing date
Jamie Serb	\$750	0.4	\$300	Em exchange w/OC re new MFA hearing date
Jamie Serb	\$750	0.6	\$450	Em exchange re stip/order to move MFA date
Jamie Serb	\$750	0.3	\$225	Review joint stipulation and approve
Jamie Serb	\$750	0.4	\$300	Internal em exchange re status of stip/order
Jamie Serb	\$750	0.5	\$375	Em exchange re order and new MFA date
Jamie Serb	\$750	0.2	\$150	Em exchange w/class member re MFA
Jamie Serb	\$750	0.2	\$150	Review admin declaration
Jamie Serb	\$750	0.4	\$300	Internal em exchange re MFA draft
TOTAL:	--	130.8	\$98,100.00	--

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Crosner Legal Time Report Detailed
Sepideh Ardestani

Attorney	Hourly Rate	Time Spent	Fee	Description of Work Performed
Sepideh Ardestani	\$700	1.8	\$1,260	Court hearing - CMC
Sepideh Ardestani	\$700	0.5	\$350	Call with client re update
Sepideh Ardestani	\$700	10.5	\$7,350	Draft supp briefing re MPA
Sepideh Ardestani	\$700	1.8	\$1,250	MPA hearing
Sepideh Ardestani	\$700	0.5	\$350	Several emails with co counsel re supp briefing
Sepideh Ardestani	\$700	0.5	\$350	Draft notice of entry of MPA order
Sepideh Ardestani	\$700	0.5	\$350	Call with client re MPA order
Sepideh Ardestani	\$700	0.5	\$350	Review joint stip to continue MFA hearing
Sepideh Ardestani	\$700	1.5	\$1,050	Review client file once case assigned
TOTAL:	--	18.1 hours	\$12,660	

Crosner Legal Time Report Detailed
Kiara Bramasco

Attorney	Hourly Rate	Time Spent	Fee	Description of Work Performed
Kiara Bramasco	\$650	.6	\$390	Emails re personnel file review and follow up questions with client
Kiara Bramasco	\$650	1.2	\$780	Review of file, intake, claims and docs
Kiara Bramasco	\$650	4.2	\$2,730	Drafting class complaint
Kiara Bramasco	\$650	.9	\$585	Reviewing company size and pre-existing cases

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Kiara Bramasco	\$650	.5	\$325	Obtaining personnel docs and court copies
Kiara Bramasco	\$650	.3	\$195	Emails re PAGA exhaustion deadline
Kiara Bramasco	\$650	.6	\$390	Updating prelit analysis
Kiara Bramasco	\$650	.7	\$455	Drafting 170.6, approval for filing
Kiara Bramasco	\$650	.3	\$195	Emails with OC re service of complaint
Kiara Bramasco	\$650	.2	\$130	Internal emails re service of complaint
Kiara Bramasco	\$650	.6	\$390	internal email re filing of class case
Kiara Bramasco	\$650	.5	\$325	Discussion re PAGA complaint
Kiara Bramasco	\$650	.7	\$455	Comparison of pre-existing case and emails re same
Kiara Bramasco	\$650	.1	\$65	Email re FAC
TOTAL:	--	11.4	\$7,410	--

Crosner Legal Time Report Detailed
Branden Hamilton

Attorney	Hourly Rate	Time Spent	Fee	Description of Work Performed
Branden Hamilton	\$600	.1	\$60	Review email correspondence from opposing counsel re records request/request for extension to respond
Branden Hamilton	\$600	.4	\$240	Review deadline reminders (records request, SOL/PAGA Notice deadline), email correspondence re same
Branden Hamilton	\$600	4.4	\$2,640	Prepare internal Prelit Case Analysis (review intake, research defendants, preexisting case search, review document production, draft prelit case analysis including records review, internal email re same)
Branden Hamilton	\$600	1.5	\$900	Internal discussions re claims, potential impact

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				of CBA, prepare follow-up questions to client, follow-up communications with client, internal email correspondence re same
Branden Hamilton	\$600	4.7	\$2,820	Draft PAGA Notice, internal correspondence re uploading to LWDA/calendaring of exhaustion date
Branden Hamilton	\$600	.6	\$360	Internal communications/emails re filing of class complaint
Branden Hamilton	\$600	.3	\$180	Internal communications re 170.6/emails re filing, setting/reviewing internal reminders for deadline 170.6
Branden Hamilton	\$600	.2	\$120	Internal communications/emails with OC re service of complaint
Branden Hamilton	\$600	1.9	\$1,140	Internal correspondence re amending PAGA notice to add defendants in class complaint, draft redline amended PAGA notice adding defendants, finalize amended PAGA notice, internal correspondence re uploading to LWDA, service and calendaring of exhaustion date
Branden Hamilton	\$600	.2	\$120	Review deadlines for paga exhaustion, internal discussion re same
Branden Hamilton	\$600	5.6	\$3,360	Internal communications re amending to add PAGA/separate PAGA, review file, internal correspondence re claims to include in PAGA Complaint, draft PAGA Complaint, internal correspondence re filing and service of PAGA Complaint
Branden Hamilton	\$600	.3	\$180	Internal communications re preexisting case
Branden Hamilton	\$600	.1	\$60	Internal email re amended PAGA notice
TOTAL:	--	20.3	\$12,180.00	

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Crosner Legal Time Report Detailed
Kirk Donnelly

Attorney	Hourly Rate	Time Spent	Fee	Description of Work Performed
Kirk Donnelly	\$900	5.7	\$5,130	Draft preliminary approval motion
Kirk Donnelly	\$900	4.2	\$3,780	Finalize and file preliminary approval motion
Kirk Donnelly	\$900	0.2	\$180	Review tentative
Kirk Donnelly	\$900	2.5	\$2,250	Draft supplemental declaration re preliminary approval
Kirk Donnelly	\$900	6.5	\$5,850	Draft final approval motion
Kirk Donnelly	\$900	3.0	\$2,700	Finalize and file final approval motion
TOTAL:	--	22.1	\$19,890	--

Crosner Legal Time Report Detailed

Attorney	Hourly Rate	Time Spent	Fee	Description of Work Performed
Michael Jones	\$600	7.42	\$4,452	Preparing, drafting, revising, finalizing 48 separate sets of discovery to defendants; drafting and finalizing BW notice and protective order

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Michael Jones	\$600	0.42	\$252	Call w/client
Michael Jones	\$600	1.42	\$852	Drafting and revising/discussing with OC and co-counsel joint CMC statement
Michael Jones	\$600	0.42	\$252	2 calls with OC on Bolanos re: mediation and stip to file FAC
Michael Jones	\$600	0.1	\$60	Emails with Todd Smith's case manager re: October 26 mediation
Michael Jones	\$600	0.25	\$150	Call with John Yslas re: Bolanos mediation
TOTAL:	--	10.03	\$6,018.00	--