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7 Attorneys for Plaintiff MARIA DIAZ

8 As an individual on behalf of herself and

9 on behalf of all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF KERN**

12 MARIA DIAZ, as an individual on behalf
13 of herself and on behalf of all others
14 similarly situated,

15 Plaintiff,

16 v.

17 CENTRAL VALLEY EGGS, LLC, a
18 Delaware Limited Liability Company; and
19 DOES 1-100, inclusive,

20 Defendants.

Case No.: BCV-22-102510

Assigned for All Purposes to:
Hon. Barnard C. Barmann, Jr.
Division H

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

[Filed concurrently with Notice of Motion and
Motion; Memorandum of Points &
Authorities; Declaration Jennifer Beliveau;
[Proposed] Order]

Date: May 20, 2024

Time: 8:30 a.m.

Div.: H

1 I, SEPIDEH ARDESTANI, declare as follows:

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

5 2. Defendant Central Valley Eggs (“CVE”) operates a cage free egg farm in Wasco,
6 California. Plaintiff Maria Diaz was been employed by CVE as a non-exempt food plant sanitation
7 crew member. Her duties included cleaning the processing facility on a daily basis, as well as
8 disassembling/reassembling, cleaning, and sanitizing all production equipment within the
9 processing plant. She typically worked Monday through Friday 9:00 pm to 5:30 a.m. but at times
10 she was required to work 1-2 hours past her scheduled shift end time. Plaintiff contends she was
11 wrongfully terminated in December 2021 after she missed work for medical reasons.

12 3. Plaintiff alleges CVE failed to pay all wages by both not paying all overtime and
13 also by miscalculating the amount of overtime due by not properly calculating the regular rate of
14 pay. She also alleges CVE did not provide all required meal and rest breaks, and further did not
15 pay the required premium pay for documented violations. Plaintiff regularly used her personal
16 cellular phone to communicate regarding shifts, and needing to arrive early or stay late. Defendant
17 never compensated Plaintiff for the use of her personal cellular phone for work purposes.

18 4. Based on these allegations, on September 26, 2022, Plaintiff filed a class action
19 complaint, followed by an amended complaint, that alleged claims for (1) unpaid minimum wages,
20 (2) unpaid overtime wages, (3) unpaid premium wages for late, short or denied meal and rest
21 periods, (4) failure to furnish accurately itemized wage statements, (5) failure to pay all wages due
22 upon separation of employment, (6) failure to reimburse business expense, and (7) unfair
23 competition. Plaintiff then filed a separate PAGA-only complaint on December 2, 2022 after
24 exhausting her administrative remedies.

25 5. CVE has at all times denied Plaintiff’s allegations in both matters and maintained
26 its payroll policies and procedures comply with California law, that it paid the class members all
27 wages due, and that its compensation policies properly compensate the class members for all hours
28 worked. Defendant also strongly contends the case cannot be maintained as any kind of class or

1 representative action, arguing determining the number of potential off the clock hours worked by
2 each class member would result individualized issues predominating and that a trial on a
3 representative basis would be unmanageable. Defendant also noted it settled a prior class action
4 case with a release period of April 26, 2016 through October 27, 2021 and also settled a prior
5 PAGA case with a release period of November 2, 2019 through June 28, 2021. Due to the
6 previously settled cases, the Class Period for this instant matter is from October 28, 2021 through
7 the present and the PAGA Period is from June 29, 2021 through the present. Finally, Defendant
8 emphasized that, following these earlier matters, a substantial majority of the class members
9 signed arbitration agreements with valid class action waivers and accordingly the size of any
10 putative class and potential exposure would be severely limited.

11 6. Once both cases were at issue, the Parties propounded and responded to initial
12 written discovery and after meet and confer discussions about pending discovery and law and
13 motion issues, as well as the merits of the case, the Parties agreed to a mediation. The Parties also
14 agreed on a protocol for an exchange of additional documents and information before the
15 mediation. Consequently, Plaintiff's counsel reviewed payroll records, personnel
16 policies/handbooks, personnel files, and a random of sampling paystubs and time records for about
17 10% of the class. Plaintiff had those records analyzed by Berger Consulting Group to look for,
18 inter alia, violation rates, potential damages for the alleged unpaid overtime, etc.

19 7. The Parties then engaged Scott Radovich, Esq., a highly respected mediator with
20 substantial wage and hour and class action experience, and on August 15, 2023, participated in a
21 full day mediation with Mr. Radovich. Throughout the day, the arms-length negotiations were
22 hard-fought and adversarial as the Parties exchanged extensive information on their legal and
23 factual positions, and made numerous offers and counter-offers. By the end of the day the Parties
24 reached agreement on all major issues.

25 8. Under the settlement, CVE will pay \$125,000 into a common fund, the Gross
26 Settlement Amount ("GSA"). Attorney's fees of up to \$41,666.66 (1/3 of the GSA), litigation costs
27 of up to \$15,000 (only \$12,815.18 is requested), settlement administration costs of \$16,897.00, a
28 service award to Plaintiff of no more than \$5,000, and \$10,000 for alleged civil penalties under

1 PAGA, all will be paid from the GSA. The remainder of around \$38,621 will be allocated pro rata
2 among the Class Members based on their total weeks worked during the Class Period. No portion
3 of the GSA will revert to CVE.

4 9. As noted, the settlement obligates CVE to pay \$125,000 to resolve the claims of the
5 Settlement, inclusive of attorney's fees and costs. Approximately \$38,621 from the GSA will be
6 distributed to the Participating Class Members. This is a cash settlement that does not require
7 Participating Class Members to submit a claim form to receive their settlement share. Participating
8 Class Members will receive their settlement checks automatically via First Class U.S. Mail. Ten
9 percent of each settlement share will be allocated to wages and the remaining ninety percent will be
10 allocated to expense reimbursement, penalties, and interest, which allocation is consistent with
11 CVE's potential liability as discussed below. CVE will pay any and all applicable employer-side
12 payroll taxes separately and in addition to the GSA. Subject to the Court's approval, any amounts
13 not claimed (because a class member does not cash a settlement check) will be forwarded to the
14 State Controller's Unclaimed Property Fund.

15 10. Each participating Class Member will receive a share of the Net Settlement Amount
16 based on his or her total weeks worked for CVE during the Class Period while employed in a non-
17 exempt position. Thus, each individual Settlement Payment will be calculated using criteria
18 typically used in determining appropriate amounts of unpaid wages under applicable law. These
19 methods will ensure each Class Member receives a portion of the settlement funds relative to the
20 value of their potential claims. The proposed allocation provides a reasonable way to compensate
21 Class Members based on the amount of time they worked for CVE and the potential overtime lost,
22 unreimbursed expenses, etc.

23 11. All Participating Class Members will release CVE from all claims alleged in the
24 operative complaint, or that could have been brought based on the factual allegations in the
25 operative complaint, including PAGA claims, during the Class Period. The class and PAGA
26 releases are limited to the claims that were actually pleaded or could have been pleaded based on
27 the alleged facts in the operative complaint.
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1 12. The Parties allocated \$10,000 of the GSA to payment of civil penalties under
2 PAGA, as addressed below, and Plaintiff respectfully requests the Court approve that amount as
3 fair, reasonable and adequate, and consistent with PAGA's underlying purposes. Per Labor Code
4 section 2699(l)(2), my office gave notice of the settlement and the approval hearing to the LWDA
5 via its online portal, and a true and correct copy of the LWDA's acknowledgement of receipt is
6 attached hereto as Exhibit 1.

7 13. Prior to mediation, the parties engaged in formal and informal discovery to facilitate
8 settlement discussions. Thus, Plaintiff reviewed documents and information regarding CVE's
9 payroll practices, a random sampling of pay stubs and time records for about 10% of class members,
10 applicable compensation plans, etc., and information from Defendant regarding class size and
11 breakdown, work weeks/pay periods, rates of pay, and other relevant information. Plaintiff then had
12 that information analyzed by a consulting expert to assist in determining potential violation rates
13 and other data used to formulate a damages model. Plaintiff's counsel are confident they obtained
14 sufficient information to understand the law and facts of this case and make an informed decision
15 regarding the proposed settlement.

16 14. Using that data, Plaintiff's experts estimated CVE's potential maximum, theoretical
17 exposure approximately \$7,500,000. Plaintiff and his counsel substantially discounted the value of
18 these claims, however, in light of the potentially applicable arbitration agreements as well as the
19 multiple and considerable risks posed by proceeding with the litigation, as Defendant raised
20 numerous defenses on both the merits and to class certification, and vigorously defended against
21 these claims.

22 15. On the unpaid overtime claims, Plaintiff's review of the time and payroll records
23 suggested Defendant did not always pay daily overtime (i.e., hours over 8 in one day) at the
24 overtime rate but instead only paid at the base rate of pay. Plaintiff further contends that same
25 review shows CVE failed to properly calculate the correct overtime rate for pay periods where
26 class members both worked overtime and received non-discretionary pay such as a bonus.
27 Based on a 10% sampling provided to Plaintiff's expert, 1,022.1 overtime hours were paid at the base
28 hourly rate rather than the required premium rate, resulting in \$10,338 in unpaid overtime wages). On

1 the regular rate issue, Plaintiff's experts calculated the miscalculation resulted in an underpayment of
2 \$14,108 in wages is owed to the class for the failure to include bonuses and shift differentials into the
3 regular rate of pay when calculating the overtime rate, meal period premium rate, and sick pay.

4 16. On the meal period claim, alleged primarily "de facto" violations where CVE's
5 records showed that meal periods were not taken, were late, or were cut short. Based on Plaintiff's
6 expert's analysis, of the 80,985 shifts entitled to a meal period, about 14.6% of those shifts reflected a
7 unique meal violation. In response, Defendant will argued its written policies were fully compliant,
8 that it provided employees with the opportunity to take all required meal periods on a fully compliant
9 basis, and that it paid meal period premiums for document violations. It also argued the issue is not
10 suitable for class certification because determining whether a class member missed a meal period for
11 legitimate business reasons or due to some other reason, such as personal choice, would mean
12 individualized inquiries would predominate. Based on Plaintiff's expert's analysis, even after
13 accounting for meal premiums that were paid, CVE still owed the class at least \$201,607 in meal
14 period premiums.

15 17. Plaintiff's theory of Defendant's rest period liability is primarily de facto – that
16 class members missed rest breaks due to work constraints and didn't receive the mandated
17 premium wage. On the other hand, as with meal breaks, Defendants argued the written policies
18 complied with California law and authorized and permitted employees to take all required rest
19 breaks. Defendants further contended that, since they are not required to maintain a record of rest
20 periods, any evidence of a failure to authorize rest periods and/or discouragement from taking rest
21 periods would be purely anecdotal and since individual issues would predominate and class
22 certification would be impossible. Defendant also may contend that it is only liable if Plaintiff can
23 prove, on a shift-by-shift basis, employees actually did not take a rest break. This arguably would
24 make a proof of damages more difficult since the number of instances a Class Member was denied
25 a rest period specifically due to the absence of a compliant policy, as opposed to some other
26 reason, is impossible to reliably quantify since employers are not required to maintain records of
27 rest periods. Thus, it is entirely possible a jury or the Court could decline to award any amounts
28

1 for missed or non-compliant rest periods. Here, assuming a 100% violation rate, the potential
2 exposure is about \$1,625,474.

3 18. For the expense reimbursement claims, Plaintiff argues CVE requires Class
4 Members to use their personal cell phones to communicate with supervisors and coworkers without
5 reimbursement. In response, CVE contends there was no need to use a personal cell phone in the
6 performance of Class Member job duties, and if anyone did so it was purely for personal
7 convenience and not a job requirement. Without accounting for any potential defenses, Plaintiff
8 estimates she and the Class Members are entitled to \$20 per month for unreimbursed cellular phone
9 usage, Defendant's exposure is around \$107,452 in expense reimbursement.

10 19. The claims for penalties under Labor Code sections 203 and 226 are derivative of
11 the underlying claims, and accordingly are subject to the same risks and uncertainties as the
12 primary meal and rest break violations and unpaid wage violations, plus additional risks posed by
13 the need to take into account the discretionary nature of such awards and the "good faith" and
14 other defenses available to Defendant. Thus, while these claims largely are derivative of the
15 unpaid wage claim, they also are subject to additional defenses and accordingly Plaintiff likewise
16 applied a significant risk discount. Assuming a 100% violation rate, the exposure is about
17 \$1,691,100 in wage statement penalties and, based on 745 separated employees, the exposure for
18 waiting time penalties is about \$3,913,998.

19 20. As far as potential PAGA liability, the theoretical penalties totaled at least \$6
20 million should Plaintiff prevail and establish the alleged minimum wage violations at issue for
21 each pay period. As with the class claims, Plaintiff discounted the potential PAGA penalties for
22 the multi-layered defenses proffered by Defendant on the merits, and further discounted these
23 claims since the Court possesses wide discretion to reduce such penalties even if Plaintiff
24 ultimately prevailed. Accordingly, the Parties allocated \$10,000 to PAGA penalties, which amount
25 is reasonable and in line with comparable settlements in other class actions in California.
26 Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement,
27 and will be able to weigh in as necessary.
28

1 21. Thus, Defendant raised various defenses to each of Plaintiff's claims, any one of
2 which, if successful, could have derailed Plaintiff's case. Accordingly, Plaintiff faced risky issues
3 going forward with this litigation, and given the need to secure class certification, try the case, and
4 deal with post-trial appeals, it would have taken years to realize any recovery in this action.
5 Plaintiff and I discounted the value of the class claims consistent with the risks discussed above,
6 and carefully weighed the likelihood of the class receiving substantially greater benefit if the
7 litigation continued. We concluded – in light of these very real and substantial risks – settlement
8 on the proposed terms and without prolonged and costly litigation was in the best interests of the
9 class.

10 22. The overall recovery represents a significant percentage of Defendant's potential
11 exposure and, given the risks addressed above, a total recovery for the class of \$125,000, which
12 will result in average awards of some \$36.47 per class member is a significant result well within
13 the range of reasonableness considering all potential outcomes, and it will provide direct monetary
14 awards to all Class Members without further delay.

15 **PLAINTIFF'S ENHANCEMENT AWARD**

16 23. Under the terms of the settlement, Plaintiff seeks a modest incentive award of
17 \$5,000 for her service in bringing these claims on behalf of the Class. The request is reasonable
18 given the risks she undertook on behalf of the Class Members. By contacting and retaining
19 counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class
20 Members, while shouldering the risk of being liable for Defendant's litigation costs. Plaintiff also
21 exposed herself to unwanted notoriety related to filing a public lawsuit (discoverable even through
22 a simple google search) for the benefit of other employees, placing herself at risk of discrimination
23 by future prospective employers. As set forth in more detail in their declarations, among taking
24 many other actions assisting in the successful litigation of this case, Plaintiff provided substantial
25 factual information and documents to counsel, attended numerous meetings/phone conferences
26 with counsel to discuss the case, and kept abreast of all significant developments. Accordingly, the
27 requested enhancement payment to Plaintiff is appropriate and justified as part of the settlement.

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

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

23 28. Zach Crosner is a 2010 graduate of University San Diego School of Law, and has
24 some 13 years of experience as a practicing attorney, all of which have focused on litigation of
25 employment, labor law, consumer, and class action claims. Following graduation, he
26 immediately began working for a nationally recognized plaintiff's complex litigation firm,
27 CaseyGerry, where I had the fortune of working directly with past presidents of the consumer
28 attorneys and recipients of trial attorneys of the year awards. He also worked for former

1 CAALA and CLAY trial attorney of the year recipient, attorney Conal Doyle, as his sole
2 associate attorney. During his tenure at these firms, he focused on advocating for the rights of
3 consumers and employees in class action litigation, civil rights and employment litigation,
4 catastrophic injuries, insurance bad faith and appellate litigation.

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

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

19 31. Jamie Serb graduated from the University of California, San Diego in 2004 and
20 graduated from California Western School of Law in 2013, and has been a member of the California
21 Bar since 2013. She gained extensive experience in wage and hour litigation, beginning work as a
22 class action attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm,
23 APLC; Turley Law Firm, APLC). She joined Crosner Legal on January 4, 2021 as an associate
24 attorney. She has handled wage and hour class actions and PAGA lawsuits for over six (6) years
25 and has assisted in obtaining millions of dollars for employees during her years of practice.

26 32. Kiara Bramasco received her undergraduate degree, magna cum laude, from
27 Loyola Marymount University in Political Science, and then received her JD from Loyola Law
28 School in 2018. She then spent several years with well-known plaintiff’s firm Moss Bollinger,

1 first as a law clerk and then as an associate, where her practice focused on employment law,
2 particularly wage and hour class action and PAGA litigation. She joined Crosner Legal in 2021,
3 and she is head of the firm's Pre-Litigation Department.

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

1 Ct.); and \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*
2 *Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct).

3 34. Based upon the qualifications and experience set forth above, the following hourly
4 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M. Crosner
5 \$800/hour, Jamie K. Serb \$750/hour, Sepideh Ardestani \$700/hour, and Kiara Bramsco, \$650/hour.

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

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

1 37. After the analysis above, Crosner Legal's lodestar is \$92,976.00 based on 126.1
2 attorney hours spent litigating this case through the filing of this motion. As compared to the fees
3 requested on a percentage of the recovery basis, the above lodestar is actually higher than the fee
4 request on a percentage of the recovery basis and therefore there is no request for a modifier. I
5 respectfully submit the requested fees for Crosner Legal are reasonable under all of the
6 circumstances of this case as outlined above, and further are reasonable given the actual fee
7 request is lower than the value of the services rendered when value via hourly billing.

8 38. Crosner Lega has represented Plaintiff for almost two years with respect to this
9 matter and has expended a significant amount of time and resources in that representation. The
10 firm agreed to litigate this case on a purely contingent basis and in so doing assumed considerable
11 risk of non-payment for its fees and costs, as discussed above, and as is the case with these cases
12 in general. Under all relevant factors (as outlined herein and in the accompanying memorandum),
13 Plaintiff respectfully requests the Court award her counsel the requested fees of \$41,666.66 based
14 on the common fund theory with a corresponding lodestar cross-check and no lodestar
15 enhancement.

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

20 40. We assume a great deal of contingent risk in every wage and hour class action it
21 undertakes. Our attorneys have been involved in a number of cases where plaintiffs and their
22 counsel invested hundreds of hours to time and tens of thousands in costs with no return. For
23 example, in a matter alleging misclassification on behalf of a putative class of assistant managers
24 at major restaurant chain, after three years of exceptionally adversarial litigation and the
25 investment of over 1,000 hours of attorney time and over \$100,000 in costs, the trial court denied
26 plaintiffs' motion for class certification. In another misclassification case on behalf of assistant
27 managers at large restaurant chain, the parties reached a settlement after three years of litigation,
28 secured preliminary approval and completed the notice process to the settlement class, only to

1 have the defendant file for bankruptcy a few days before the final approval hearing. Lastly, in a
2 matter against a large regional bank seeking expense reimbursement of behalf of outside
3 salespersons, after more than a year of combative litigation and shortly before plaintiff's class
4 certification motion was due, the defendant was taken over by federal regulators. In each of these
5 instances the plaintiff's firm received nothing despite the investment of hundreds of hours of
6 attorney time and thousands of dollars in out-of-pocket costs.

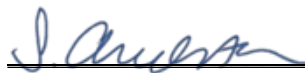
7 41. Class Counsel's litigation costs and expenses are capped at \$15,000 under the terms
8 of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by
9 Crosner Legal is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$3,856.20
Mediation Fees	\$3,000.00
Expert Fees	\$5,760.00
PAGA Filing Fee	\$75.00
Postage/Overnight/Fax	\$123.98
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$12,815.18

17 42. All of these costs were reasonable and necessary to the successful pursuit of this
18 matter, and I therefore respectfully request the Court approve payment of **\$12,815.18** in litigation
19 costs and expenses to Crosner Legal.

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

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct. Executed this 26th day of April 2024, at Los Angeles, California.

24
25
26 
27 Declarant

EXHIBIT

1

EXHIBIT

2

MARIA DIAZ v. CENTRAL VALLEY EGGS, LLC
(Kern County Case No. BCV-22-102510)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Sepideh Ardestani	Kiara Bramasco
Pre-filing Case Investigation	4.3	0.0	0.0	2.2
Pleadings and Law and Motion	5.5	0.0	0.0	13.5
Discovery and Post-Filing Investigation	2.3	0.0	0.0	0.0
Court Appearances	0.0	0.0	4.5	0.0
Case Management; Litigation Strategy & Analysis	8.7	48.9	11.0	0.0
Mediation and Settlement	6.1	7.1	12.0	0.0
Total Hours	26.9	56	27.5	15.7
Hourly Rate	\$800	\$750	\$700	\$650
Lodestar	\$21,520.00	\$42,000.00	\$19,250.00	\$10,205.00

Total Hours: 126.1

Total Lodestar: \$92,976.00