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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN THE COUNTY OF LOS ANGELES

ROSA ALVAREZ, an individual, on behalf of himself and on behalf of all persons similarly situated,

Plaintiff,

v.

BRITEWORKS, INC., a California corporation; and DOES 1-100, Inclusive,

Defendants.

Case No. 22STCV35169

CLASS ACTION

Assigned for all purposes to:
Hon. William F. Highberger, Dept. SSC-10

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

Date: October 27, 2026
Time 2:30 p.m.
Dept.: SSC-10

DECLARATION OF BRANDON BROUILLETTE

I, BRANDON BROUILLETTE, Declare:

1. I am an attorney duly licensed to practice in California and before this Court, and I am Partner with Crosner Legal, PC, counsel of record for plaintiff Rosa Alvarez. I make this declaration in support of Plaintiff's Motion for Final Approval. If called to testify as to the within facts, I would and could competently do so.

BACKGROUND/LITIGATION HISTORY

2. Briteworks provides turnkey janitorial services to offices, retail, warehouse industrial and other industries. Plaintiff was employed by Briteworks as a janitor/maintenance worker and assigned to Universal Waste and Coca-Cola in Los Angeles during the Class Period.

3. Plaintiff filed her class action lawsuit on November 4, 2022, alleging causes of action for unpaid minimum wages, unpaid overtime wages, failure to provide meal and rest breaks, wage statement violations, waiting time penalties, business expense reimbursements, and unfair competition. After notice to the LWDA and Defendant, and exhausting administrative remedies, Plaintiff filed a First Amended Complaint adding a cause of action under PAGA on April 28, 2023.

4. After the case was at issue, the Parties began meeting and conferring regarding discovery, law and motion, and other case management issues, and eventually agreed to attempt mediation. The Parties also agreed on a protocol for an exchange of substantial documents and information before the mediation to facilitate the settlement discussions. As a result Plaintiff reviewed documents and information regarding Defendant's payroll practices, a random sampling of pay stubs and time records from class members, a class list, applicable compensation plans and expense reimbursement plans, meal and rest break policies, arbitration agreements, etc., and information from Defendants regarding class size and breakdown, work weeks/pay periods, rates of pay, and other information used to formulate a damages model. Plaintiff then had that information analyzed by consulting experts at Berger Consulting Group to assist in determining potential violation rates and other data used to formulate a damages model.

5. The Parties then engaged Henry Bongiovi, Esq., a respected professional neutral with substantial wage and hour and class action experience and, in January 2024 the Parties

participated in a full day mediation with Mr. Bongiovi and ultimately were able to reach agreement on all major issues.

THE PROPOSED SETTLEMENT TERMS

6. Under the settlement, Defendant will pay $500,000 into a common fund, the Gross Settlement Amount ("GSA"). Attorney's fees of up to $166,666.66 (1/3 of the GSA), actual litigation costs of up to $30,000 (only $12,090.62 is requested), settlement administration costs of $10,000, a service award to Plaintiff of no more than $10,000, and PAGA civil penalties of $50,000 (divided 75%, or $37,500 to the LWDA and 25%, or $12,500, to the PAGA Aggrieved Employees), all will be paid from the GSA. The balance of around $251,242 will be allocated pro rata to the Class Members based on their weeks worked during the Class Period. No portion of the GSA will revert to Defendants.

7. As noted, the settlement obligates Defendant to pay $500,000 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs. At least $252,242 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that does not require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining eighty percent will be allocated to expenses, penalties and interest, which allocation is consistent with Briteworks's potential liability. Defendant will pay any and all applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the Court's approval, any amounts not claimed (because a class member does not cash their settlement check) will be forwarded to the State Controller's Unclaimed Property Fund.

8. Each Participating Class Member will receive a share of the Net Settlement Amount based on his or her total weeks worked in California as a non-exempt employee in a position that did not require a commercial driver's license. Thus, each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of unpaid wages, unpaid premium wages for missed meal and rest breaks, unreimbursed expenses, and potential statutory penalties under applicable law. These methods are intended to ensure each

Class Member receives a settlement award corresponding to the relative value of their potential claims. The proposed allocation provides a reasonable way to compensate Class Members based on the amount of time they worked for Briteworks in California and the amount unpaid wages due, the number of missed meal breaks and/or rest breaks, etc.

9. All Participating Class Members will release Defendant and the Released Parties from all claims alleged in the operative complaint, or that could have been brought based on the factual allegations in the complaint during the Class Period. The release is limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the complaint. All PAGA Aggrieved Employees will release Defendants and the Released Parties from all claims for PAGA civil penalties alleged in the PAGA notice letter, or that could have been brought based on the factual allegations in the PAGA notice letter during the PAGA Period.

10. As noted, the Parties allocated $50,000 to payment of alleged civil penalties under PAGA, and Plaintiff submits that amount is fair, reasonable and adequate, and consistent with PAGA's underlying purposes. As required by Labor Code section 2699(s)(2), my office gave notice of the settlement and the final approval hearing to the LWDA via its online portal. A true and correct copy of the LWDA's acknowledgment of receipt is attached hereto as Exhibit 1.

The Settlement is Fair and Reasonable Based on the Strengths of Plaintiff's Case and the Risks and Costs of Further Litigation

11. Prior to the mediation, the parties engaged in both formal and informal discovery to facilitate settlement discussions. Plaintiff reviewed documents and information regarding Defendant's payroll practices, a random sampling of pay stubs and time records from class members, a class list, applicable compensation plans and expense reimbursement plans, meal and rest break policies, arbitration agreements, etc., and information from Defendants regarding class size and breakdown, work weeks/pay periods, rates of pay, and other information used to formulate a damages model. Plaintiff then had that information analyzed by a consulting expert to assist in determining potential violation rates and other data used to formulate a damages model. Plaintiff's counsel are confident they obtained sufficient information to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is fair and

reasonable.

12. First, Plaintiff contends Defendant failed to pay all wages due because it paid employees based on their scheduled hours rather than their actual hours worked. Plaintiff alleges she and the class members regularly performed worked both before and after their scheduled times to, inter alia, gather and return cleaning supplies, and to report to their assigned locations within a facility, and that Defendant's written policies required class members to be at their "work location at the start of their scheduled shifts, ready to work," which resulted in having to perform "off the clock" work. Per Plaintiff, these practices systematically underpaid employees for both regular and overtime hours. On the other hand, Defendant contends it paid class members all wages due as required under applicable law, and that it accurately tracked and paid for all employee hours worked at the correct hourly rates. It further argued its policies strictly prohibited "off the clock" work, and if any employees worked off the clock it was done without the company's authorization or knowledge. White v. Starbucks Corp. (N.D. Cal. 2007) 497 F.Supp.2d 1080, 1083 (employer must have actual or constructive knowledge of the off the clock work). Finally, Briteworks argued that determining if any off the clock work occurred, and the reasons therefor, would require innumerable individualized inquiries and therefore class certification would be improper. Without taking into consideration any of Defendant's defenses to certification or on the merits, Plaintiff's expert calculated Defendant's maximum exposure for this claim **$676,660** in damages for unpaid wages based on a total of 6,149.6 uncompensated hours.

13. Plaintiff next contends Defendant failed to provide legally compliant meal and rest breaks. Specifically, as to meal breaks, Plaintiff contends class members did not receive legally compliant thirty (30) minute first and second meal periods, and consistently were unable to take timely, off duty, thirty-minute, uninterrupted meal periods. She alleges class members frequently had to work through part or all their meal periods due to understaffing, pressure to complete their job duties before having a meal, and commentary from supervisors instructing them to take short meal periods or to skip meal periods completely, but were required to note a 30-minute meal period on time sheet for thirty minutes regardless of whether they received a lawful 30-minute meal period. Plaintiff also contends Briteworks failed to provide duty-free rest periods to Class Members for the

same reasons, and that employees were pressured to complete their assigned tasks as quickly as possible and skip breaks as a consequence.

14. Defendant denies Plaintiff's contentions, claiming it made meal and rest breaks available to Class Members in compliance with California law. Defendant contends its meal and rest break policies are lawful and that Class Members were frequently reminded they were required to take all meal and rest breaks. Defendant also contends that time records demonstrate that Class Members took duty-free, timely meal and rest breaks. Defendant also contends its meal and rest break policies and practices comported with the flexibility the *Brinker* court held was integral to California's meal and rest period requirements. Finally, Defendant argues that Plaintiff's meal and rest break claims are not susceptible to common proof, as the claims would require individualized inquiry, including whether there was an unlawful companywide policy, whether employees had the opportunity to take meal and rest periods, whether they voluntarily chose to forego their meal and rest periods, and whether Defendant ever prevented them from taking meal and rest periods. Accordingly, Defendant contends these claims are vulnerable to a ruling that class treatment is not appropriate. Without taking into consideration any of Defendant's defenses to certification or on the merits, Plaintiff estimates Defendant faces around **$3,387,862.50** in damages for meal period violations assuming a 100% violation rate and after accounting for meal period premiums paid. On the rest period claims, Plaintiff estimates around **$3,387,862.50** in damages, again assuming a 100% violation rate.

15. For the expense reimbursement claims, Plaintiff argued Briteworks required Class Members to use their personal cell phones to communicate with supervisors and coworkers throughout their shifts without reimbursement. In response, Briteworks contended there was no need to use a personal cell phone in the performance of Class Member job duties, and if anyone did so it was purely for personal convenience and not a job requirement. Without accounting for any potential defenses, Plaintiff estimates she and the Class Members are entitled to over **$237,425** in expense reimbursement.

16. As a result of the above alleged violations, Plaintiff also alleges Defendant failed to provide accurate wage statements and timely pay all wages that were due and owing upon

separation of employment. Thus, should the primary claims fail, Plaintiff's claims for wage statement violations and waiting time penalties would also fail. Defendant also contends it would not be liable for waiting time penalties because a "good faith dispute" exists over the payment of past wages. Further, Defendant contends Plaintiff would have to prove Defendant "willfully" failed to pay Class Members appropriate wages due upon separation of employment. Without taking into consideration any of Defendant's defenses to certification or on the merits, Plaintiff calculated Defendant's maximum exposure for wage statement violations at about **$913,800** and exposure for waiting time penalties at about **$1,686,960**.

17. As far as potential PAGA liability, the theoretical civil penalties likely are around $1.4 million should Plaintiff prevail on all claims and establish violations of the multiple Labor Code sections at issue. As with the class claims, Plaintiff discounted the potential PAGA penalties based on Defendant's various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $50,000 to PAGA penalties. Plaintiff submits this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

18. Thus, Plaintiff and I discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. We concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall $500,000 recovery represents a significant percentage of Defendant's potential exposure. Given Defendant's multi-layered defenses and all other potential risks of continued litigation, a total recovery for the class of $500,000, which will result in average award of about $336 per class member, plus additional sums under PAGA, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

SETTLEMENT ADMINISTRATION COSTS

19. The settlement provides for a payment to Atticus for its services as the Settlement Administrator. As set forth in the Declaration of Ann Linton, Atticus performed and will continue to perform its required duties through final distribution of the settlement funds and incurred $10,000 in fees and expenses. Plaintiff accordingly requests the Court approve payment of $10,000 to Atticus from the GSA.

PLAINTIFF'S ENHANCEMENT AWARD

20. The Settlement Agreement provides for a service payment not to exceed $10,000.00 to Plaintiff, and the requested service award is reasonable in light of the benefits Plaintiff conferred upon the entire Class, resulting in a benefit to all Class Members and the State of California, the time spent assisting counsel with the investigation and prosecution of these claims, commitment to responding to discovery, and consenting to the proposed Agreement. Furthermore, by attaching her name to this lawsuit, Plaintiff also took on the reputational risk that future employers would learn of her participation in this case and would unfairly associate them with costly litigation, costing them future employment opportunities. Any future employer could easily perform a simple Google search and conclude that Plaintiff is not worth the risk of hiring given her prior involvement in a lawsuit against a former employer. This is the kind of reputational risk, borne only by Plaintiff, that the incentive award is meant to compensate. As set forth in more detail in her declaration filed with the preliminary approval motion, among taking many other actions assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, personally attended the all-day mediation along with counsel, and kept abreast of all significant developments. Accordingly, the requested enhancement payment to Plaintiff is appropriate and justified as part of the settlement.

THE REQUESTED ATTORNEY'S FEES AND COSTS ARE REASONABLE AND SHOULD BE APPROVED

21. Per the terms of the settlement, up to 1/3 of the initial gross amount is allocated to payment of reasonable attorney's fees, or $166,666.66. Here, the parties did not negotiate the inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to

the Class was completed. The requested fee and cost award was a product of these arms-length negotiations and fairly reflects the marketplace value of the services rendered by Class Counsel in this case for the reasons addressed herein.

22. Over the approximately four years this matter has been pending, Crosner Legal's efforts have included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal research, research into similar claims and claims against other employers in the same industry, and attempts to locate and contact other employees of the Defendant; (2) drafting a PAGA notice letter; (3) drafting the initial class complaint and related documents, and drafting the amended complaint (4) addressing the removal to federal court and successfully moving to remand; (5) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, etc.; (6) drafting and filing a first amended complaint; (7) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (8) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (9) drafting a mediation brief and accompanying damages model after review and analysis of Defendant's informal discovery production; (10) attending an all-day mediation; (11) negotiating and drafting the settlement agreement and related documents; (12) drafting motion for preliminary approval, and attending the hearing; (13) administration of the settlement, including communications with the Settlement Administrator and settlement class members; (14) final approval and attorney's fees, and attending the final approval hearing; and (15) extensive communications with the Plaintiff regarding case status, case investigation and document review, mediation, and settlement terms. A true and correct summary of Crosner Legal's work performed and time expended on this matter is attached hereto as Exhibit 2.

23. I am is a graduate of Loyola Law School, Los Angeles, from which I received a *juris doctorate* degree in 2009. Prior to attending law school, I attended the University of Southern California, from which I received a bachelors of science in Business Administration in 2006.

24. I have been a Partner at Crosner Legal since February 1, 2023. Prior to joining

Crosner Legal, I was a Senior Associate and Team Director of a Wage and Hour Litigation Team at Capstone Law APC, which I originally joined as an associate attorney in May 2016.

15. Since being admitted to the California State Bar in 2010, my entire legal career has been dedicated to protecting employee and consumer rights through the prosecution of class action and representative actions filed on behalf of plaintiffs in class actions and statewide representative actions. Throughout my career I have managed or co-managed more than 100 class action and PAGA representative cases, from initial filing of the complaint through final resolution.

26. In particular, I have served as class counsel in several certified class action cases, including:

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

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

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

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

27. The following is a representative sample of settlements in wage and hour class action and PAGA representative cases in which I was listed as an attorney of record and either managed, or co-managed with attorneys at my firm and other co-counsel:

e. *Cruz v. Walmart*, Los Angeles County Super. Ct. Case No. 18STCV03128 ($15 million global PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations.)

f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C 15-

02051 ($11 million global PAGA settlement on behalf of over 36,000 employees for Labor Code violations.)

g. *Gross v. Sodexo*, Kern County Super Ct., Case No. BCV-18-101746 Capstone ($4.75 million class and PAGA settlement on behalf of class of non-hourly employees for Labor Code violations.)

h. *Campbell v. AEG* ($1.8M class and PAGA settlement on behalf of group of hourly employees who worked at concert venues in California for alleged Labor Code violations)

i. *Fiebelkorn v. AEG*, et al. Los Angeles Superior Court Case No. BC717337 ($1.75M class settlement on behalf of group of hourly employees who worked at Oakland Coliseum for alleged Labor Code violations)

j. *Amaro v. Anaheim Arena Management*, Orange County Superior Court Case No. 30-2017-00917542 ($2,212,500 class and PAGA settlement on behalf of group of hourly employees who worked at Honda center in Anaheim California for alleged Labor Code violations)

k. *Espindola v. Panda Express,* San Bernardino Superior Court Case No. CIVDS1931455 ($3.125M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)

l. *Gold v. Benihana*, San Diego Court Superior Court Case No. 37-2016-00022320-CU-OE-NC ($2.25M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)

m. *Party City Wage and Hour Cases*, JCCP4781 ($6.5M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)

n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No. BC501521 ($10.5M class and PAGA settlement on behalf of a statewide group of independent contractor last-mile delivery drivers alleged to be misclassified)

o. *Flores v. Tesla*, Alameda County Superior Court Case No. RG18907072 ($4M class and PAGA settlement on behalf of statewide group of hourly employees for alleged

Labor Code violations)

p. *Ruiz v. Disney Stores*, San Bernardino Superior Court Case No. CIVDS2016983 ($2M class and PAGA settlement on behalf of statewide group of hourly employees who worked at retail stores in California for alleged Labor Code violations)

q. *Ramirez v. Yin Management*, Sacramento County Superior Court Case No. 34-2021-00301530 ($1.8M class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's McDonald's franchises in California for alleged Labor Code violations).

r. *Suhartono v. RRG Besh*, Los Angeles County Superior Court Case No. 19STCV22184 ($2.25 class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's McDonald's franchises in California for alleged Labor Code violations).

s. *Gomes v. Kura Sushi*, Los Angeles County Superior Court Case No. 19STCV18977 ($1.75M class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's restaurants in California for alleged Labor Code violations)

t. *Saldana v. Hydrochem*, Contra Costa Superior Court Case No. CIVMSC19-02624 ($1.38M class and PAGA settlement on behalf of statewide group of hourly employees for alleged Labor Code violations).

28. In addition, below are settlements in consumer class action cases in which I was listed as an attorney of record and either managed, or co-managed with attorneys at my firm:

u. *Lopez v. Seterus*, *et al.*, Los Angeles Superior Court Case No. BC484297 ($3M Class settlement on half of thousands of borrowers in California, Florida, and Texas for UCL violations premised on improper late fee collections)

v. *McGill v. Citibank*, Riverside County Superior Court Case No. RIC 1109398 (in landmark case that established the 'McGill rule' precluding the waiver of public injunctive relief in pre-dispute arbitration agreements, negotiated confidential settlement on behalf of consumer who sued for damages and class injunctive relief

stemming from marketing of credit protector plan)

29. Finally, I have been selected by my peers as a Super Lawyers 'Rising Star' every year since 2016 through 2022, which is a recognition that is provided to only 2.5% of active lawyers practicing within the State of California.

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

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

32. Mr. Crosner currently is an executive board member of the Wage and Hour Committee and the Legislative Committee for the California Employment Lawyers Association; a member of the Grassroots Advocacy Team for the National Employment Lawyers Association; Wage and Hour Committee member and Class Action Committee member for the National Trial Lawyers; a member of the American Association for Justice; and member of the Pound Civil Justice Institute. He was selected for 2018-23 by Super Lawyers as a "Southern California Rising Star" for employment and labor law.

33. Chad Saunders is a former partner with Crosner Legal, and has some 15 years' experience handling plaintiff-side employment class actions and individual cases, including wage and hour disputes and discrimination claims. While at Crosner Legal his practice focused on class and collective actions as well advocating on behalf of employees who have not been provided with reasonable accommodations for their mental and physical disabilities. He received his J.D. from New College of California School of Law in 2008, and a B.A. in Philosophy from the University of Maryland Baltimore County in 2001.

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

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

36. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class action settlements while serving as lead class counsel in recent years, including but not limited to a $1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a $4.1 million wage and hour class action settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento Cty. Super Ct.)); a $1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a $1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a $1.3 million wage and

hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a $1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.), a $1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a $7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a $2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.,* Case No. LS029737 (Los Angeles Cty. Super. Ct.));.a $2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a $1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a $1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a $2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a $2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super. Ct.); $1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a $1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a $1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a $1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super. Court); a $1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a $1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a $2.65 million wage and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super Ct.); a $1 million wage and hour class action settlement in 2025 in

Hernandez v YZER, LLC, Case No. 23CV025345 (Alameda Cty. Superior Ct); a $1.2 million PAGA-only settlement in 2025 in *Denault v. Lewis Management Corp.*, Case No. CIVSB2107487 (San Bernardino Cty. Super. Ct.); a $3.9 million wage and hour class action settlement in 2025 in *Bolanos et al. v. Newport Fab*, Case No. 30-2022-01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a $5,093,537.50 wage and hour class action settlement in 2025 in *Deaver, et al. v Blue Diamond Growers*, Case No. 34-2022-00316490-CU-OE-GDS (Sacramento Cty. Super. Ct.). a $5,600,000 wage and hour class action settlement in 2025 in *Goodwin et al. v Save Mart*, Case No. STK-CV-UOE-2023-0002062 (San Joaquin Cty. Super. Ct.); a $1,300,000 wage and hour class action settlement in 2025 in *Perez v Qantas Airways Ltd*, Case No. 23STCV18974 (Los Angeles Cty. Super. Ct.); a $1,650,000 wage and hour class action settlement in 2025 in *Williams et al v. Bluetriton Brands* Case No. CIVSB2325920 (San Bernardino Cty. Super. Ct.); a $2,038,000 PAGA settlement in 2026 in *Zermeno, et al. v Remington Lodging, et al.*, Case No. RG20069869 (Alameda Cty. Super. Ct.); and a $1,500,000 wage and hour class action settlement in 2026 in Ngo, et al. v Lazer Spot, Inc., Case No. CIVSB2228377 (San Bernardino Cty. Super. Ct.).

37. Based upon the qualifications and experience set forth above, I believe the following hourly rates are reasonable: Zach Crosner and Brandon Brouillette $950; Chad Saunders $900, Branden Hamilton $850; and Kiara Bramasco $675.

38. I request the Court apply the above hourly billing rates in this case, as it reasonable in the California legal market for attorneys handling wage and hour class and PAGA actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for partner-level attorneys with experience comparable to mine. These rates have range from $650 to $850 per hour for calendar years 2017-2023. Some examples include attorney Matthew Matern of Matern Law Group in Los Angeles, with approximately 26 years of experience $850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with approximately 25 years of experience $850/hour (2021), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience respectively, both $825/hour (2018), Zachary Crosner of Crosner Legal PC, 14 years of experience $800/hour (2023), and James Kawahito of Kawahito Law Group in Los Angeles, with

approximately 16 years of experience $750/hour (2020).

39. The requested rates also comport with the adjusted Laffey Matrix, which provides that reasonable hourly rates for attorneys with 10+ years of experience, such as Mr. Crosner and myself, are well over $800, and rates for attorneys with 20+ years of experience such as Mr. Donnelly are well over $1000 hour. The adjusted Laffey Matrix may be found at http://www.laffeymatrix.com/see.html.

40. After the analysis above, Crosner Legal's lodestar is $186,002.50, based on 205.5 attorney hours spent litigating this case through the filing of this motion. Further, we will almost certainly spend additional time addressing settlement administration matters, responding to class member questions, submitting the compliance report, etc.

41. As noted, Crosner Legal has represented Plaintiff for approximately four years with respect to this matter and has expended a significant amount of time and resources in that representation. The firm agreed to litigate this case on a purely contingent basis and in so doing assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with these cases in general. Under all relevant factors (as outlined herein and in the accompanying memorandum), Plaintiff respectfully requests the Court award her counsel the requested fees of $166,666.66 based on the common fund theory with a corresponding lodestar cross-check and no upward modifier.

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

43. Crosner Legal assumes a great deal of contingent risk in every wage and hour class action it undertakes. Our attorneys have been involved in a number of cases where plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with no return. For example, in a matter alleging misclassification on behalf of a putative class of assistant managers at major restaurant chain, after three years of exceptionally adversarial litigation and the investment of over 1,000 hours of attorney time and over $100,000 in costs, the trial court denied plaintiffs'

motion for class certification. In another misclassification case on behalf of assistant managers at large restaurant chain, the parties reached a settlement after three years of litigation, secured preliminary approval and completed the notice process to the settlement class, only to have the defendant file for bankruptcy a few days before the final approval hearing. In a matter against a large flood remediation company on behalf of its non-exempt employees, the Parties likewise mediated and settled the matter, secured preliminary and final approval, and the Defendant also went out of business before funding the settlement. In another 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 my firm received nothing despite the investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

44. Reimbursement for litigation costs and expenses is capped at $30,000 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service/Chamber's Copies	$2,812.38
Mediation Fees	$7,000.00
Expert Witness Fees	$295.00
Case Anywhere Charges	$1,750.90
Postage/Overnight/Fax	$57.34
PAGA Filing Fee	$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	**$12,090.62**

45. These costs and expenses are reasonable in amount and were necessary to the

successful resolution of the case. I respectfully request the Court approve payment of $12,090.62 in litigation costs and expenses to Crosner Legal consistent with the cap provided for in the Settlement Agreement.

46. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval to the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 2, 2026, at Los Angeles, California.



Declarant

Exhibit 1

Exhibit 2

Alvarez v. Briteworks, Inc.
Crosner Legal Time Report

Tasks	Zachary Crosner	Brandon Brouillette	Chad Saunders	Branden Hamilton	Kiara Bramasco
Pre-filing Case Investigation	2.3	0.0	0.0	0.7	8.9
Pleadings and Law and Motion	4.6	6.0	18.6	1.3	2.2
Discovery and Post-Filing Investigation	2.1	11.5	26.0	0.0	0.0
Court Appearances	0.0	0.0	3.5	0.0	0.0
Case Management; Litigation Strategy & Analysis	7.3	18.2	28.9	0.0	0.0
Mediation and Settlement	5.5	15.5	42.4	0.0	0.0
Total Hours	21.8	51.2	119.4	2.0	11.1
Hourly Rate	$950	$950	$900	$850	$675
Lodestar	$20,710.00	$48,640.00	$107,460.00	$1,700.00	$7,492.50

Total Hours: 205.5 Total Lodestar: $186,002.50