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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

MARYAMA ALHARK, as an individual on behalf of herself and on behalf of all others similarly situated, Plaintiff, v. CORTEVA AGRISCIENCE LLC, a Delaware limited liability company; HUNTER INTERNATIONAL, INC., an Ohio corporation; and DOES 1-100, inclusive, Defendants.	Case No.: C22-02772 [Assigned For All Purposes to: Hon. Edward Weil Dept. 39 **DECLARATION OF BRANDON BROUILLETTE IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS** Date: January 29, 2026 Time: 9:00 a.m. Dept.: 39

I, Brandon Brouillette, declare:

1. I am an attorney licensed to practice before all of the courts of the State of California, and I am a partner with Crosner Legal, PC, counsel of record for Plaintiff Maryama Alhark in this action. I submit this declaration in support of Plaintiff's Motion for Final Approval. I have personal knowledge of all facts stated herein, and if called as a witness, I could and would competently testify thereto.

FACTUAL BACKGROUND AND PROCEDURAL POSTURE

2. Defendant Corteva, previously part of global conglomerate DowDuPont, became an entirely separate company in 2019 and provides agri-science services to the agricultural industry around the world. Plaintiff Alhark worked for Corteva for about six weeks in 2022, and her position was Document Maintenance Administrator. She was placed with Corteva via staffing company Hunter International, and worked at the Corteva facility in Pittsburg, California.

3. Plaintiff alleged that Corteva violated the Labor Code in several ways. First, she alleged Defendant failed to pay the class all wages due by failing paying employees based on their scheduled hours rather than by their actual hours worked, and by using an "auto deduct" policy whereby ½ hour of time was deducted from employee hours worked regardless of whether they took a meal period or how long it lasted. Plaintiff further alleged Defendant failed to include non-hourly pay such as shift differentials and bonuses in them class members' "regular rate of pay" and accordingly underpaid employees for their overtime. Next, Plaintiff claimed Corteva failed to provide all required meal and rest breaks on a fully compliant basis, and that class members never received an extra hour of premium pay in lieu of a missed or non-compliant meal or rest break. Finally, she alleged she and the class members had to use their personal cell phones on company business without any reimbursement.

4. Based on these allegations, on December 20, 2022, Plaintiff filed a class action complaint alleging causes of action against Defendant for unpaid minimum wages, unpaid overtime wages, failure to provide meal periods, failure to provide rest periods, violations of Labor Code Section 226, failure to timely pay all wages due upon separation of employment,

failure to reimburse for business expenses, and unfair competition. On February 28, 2023, Plaintiff filed a separate PAGA-only action, and filed a First Amended Complaint in the PAGA-only action on April 4, 2023.

5. Corteva has at all times denied Plaintiff's allegations and maintained its meal and rest break and payroll policies and procedures comply with California law, and that it provided the class members with required meal and rest breaks. Corteva also argued it accurately tracked and paid for all hours worked by its employees, including overtime hours, at the correct hourly rates. Additionally, Corteva strongly contends the case cannot be maintained as any kind of class or representative action, arguing that to the extent class members worked "off the clock," or missed meal and/or rest breaks, it was intermittent and infrequent and evidence of such missed breaks or off the clock work would be purely anecdotal, and therefore individualized issues would predominate and trial would be unmanageable.

6. After Plaintiff filed her complaints, the Parties met and conferred on discovery, potential law and motion, and other case management issues, and ultimately agreed to attempt early mediation. The Parties then engaged in extensive informal discovery to facilitate an exchange of information necessary to engage in a meaningful mediation. Consequently, Plaintiff's counsel reviewed payroll records, personnel policies/handbooks, meal and rest break policies, personnel files, and paystubs and time records produced by Corteva for the putative class. Defendant also provided documents reflecting its wage and hour policies and practices during the class period, and data regarding the total number of current and former employees, the estimated total amount of workweeks and pay periods they worked, and average hourly pay rates, among other relevant data.

7. The Parties then engaged Steve Serratore, Esq., a highly respected mediator with extensive wage and hour class action experience and, April 2024, participated in a full day mediation with Mr. Serratore. Throughout the day, the arms-length negotiations were hard-fought and adversarial as the Parties exchanged extensive information on their legal and factual positions, and made numerous offers and counter-offers, and finally were able to reach an agreement on all major issues by the end of the day. Thereafter, the Parties reduced their

tentative agreement to the Settlement Agreement now before the Court for approval.

THE PROPOSED SETTLEMENT TERMS

8. Under the settlement, Corteva will pay $1,750,000.00 into a common fund, the Gross Settlement Amount. Reasonable attorney's fees of up to 33.33% of the GSA, or $583,333.33, litigation costs of up to $25,000 (only $21,165.90 is requested), an enhancement award of up to $10,000 to Plaintiff, settlement administration costs of no more than $10,800, and $150,000 for PAGA civil penalties, all will be paid from the Gross Settlement Amount. The remainder of approximately $974,700 will be allocated pro rata among the Participating Class Members based on the weeks worked during the Class Period. No portion of the Gross Settlement Amount will revert to Corteva.

9. As noted, at least $974,700 from the Gross Settlement Amount will be distributed to the Participating Class Members. This is a cash settlement that <u>does not</u> 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 Corteva's potential liability as discussed below. Corteva will pay all applicable employer-side payroll taxes separately from the GSA. Subject to the Court's approval, any amounts not claimed (because a class member does not cash his or her settlement check) will be forwarded to the California State Controller's Unclaimed Property Fund.

10. Each Participating Class Member will receive a pro rata share of the Net Settlement Amount based on their total weeks worked for Corteva as a non-exempt employee during the Class Period. Thus, each Individual Settlement Payment will be calculated using formulaic criteria equally applied to all Class Members in order to proportionately compensate them for the actual value of their claims relative to fellow class members. Similarly, each Class Member's Individual Settlement Payment will be calculated using criteria that would typically be used in determining appropriate amounts of unpaid wages and damages in wage and hour litigation under applicable law. These methods are intended to ensure each Class Member

receives a portion of the available settlement funds corresponding to the relative value of his or her potential claims. The proposed allocation provides the most reasonable way to compensate Class Members based on the amount of time they worked for Corteva and the number of instances they were not compensated properly or may have been denied required breaks.

11. All Participating Class Members will be deemed to release Defendant and the Released Parties from all claims alleged in the operative complaint, or that could have been brought based on the facts asserted in the operative complaint, including PAGA claims, during the applicable Class Period and PAGA 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. Only Plaintiff Alhark is providing a full general release of claims and waiver of Civil Code section 1542.

12. As noted, the Parties allocated $150,000 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(*l*)(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 acknowledgement of receipt is attached hereto as Exhibit 1.

The Proposed Settlement Meets the Dunk/Kullar Factors and Should Be Preliminarily Approved

13. Prior to mediation, the parties engaged in informal discovery to facilitate settlement discussions. As a result, Plaintiff has reviewed documents and information regarding Corteva's payroll practices, a sampling of pay stubs and time records, meal and rest break policies, employee handbooks, etc., and information from Defendant regarding class size and breakdown, work weeks, rates of pay, and other information used to formulate a damages model. Plaintiff's counsel is confident they obtained sufficient information to enable them to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is in the best interests of the class.

14. Using that data, Plaintiff ran various calculations under different theories of

liability and estimated Corteva's maximum exposure on the class claims at approximately $21,570,150, including about $798,000 on the unpaid minimum wage claims, $377,000 on the underpaid wage/regular rate claim, $5,051,100 on the meal break claims, about $11,262,400 on the rest break claims, $280,000 on the expense reimbursement claim, $1,272,550 on the wage statement claim, and $2,529,100 on the waiting time penalty claim.

15. First, on the unpaid wage claims, Plaintiff alleged that Defendant failed to pay employees for all hours worked in multiple ways. First, she alleged that employees swiped an ID card at the security gate, which swipes were used account for hours worked. Per Plaintiff, however, review of the payroll records produced does not correlate with the electronic records and suggests employees were paid according to their scheduled hours rather than their actual hours worked. She further alleges Defendant "auto deducted" 30 minutes of employee time each shift for their meal periods even though meal periods could be missed or cut short. As a result of these issues, Plaintiff alleges employees lost an hour or more of "off the clock" time per week.

16. Plaintiff also argued class members were not paid all wages due because Corteva did not include certain forms of compensation, primarily shift differential pay and bonuses, in the "regular rate of pay" used to calculate the correct rates for meal/rest period premiums and sick pay. As a result, Plaintiff contends Corteva underpaid the Class Members for their sick pay as well those occasions Corteva paid a meal period penalty premium.

17. Plaintiff also contended Defendant failed to provide all required meal and rest breaks on a fully compliant basis. Here, as noted Plaintiff claims Defendant used an "auto deduct" policy for meal periods whereby 30 minutes of time were deducted from employee time each shift regardless of whether a meal period occurred and regardless of how long the break lasted. In fact, per Plaintiff, there were numerous "de facto" violations where employee did in fact not receive a lunch break, a lunch break was cut short, or was untimely and started after the fifth hour or work. Per Plaintiff's experts, the time and pay records reviewed suggest around 96% of shifts eligible for a meal period reflect an exact 30 minute deduction, even though Plaintiff's experts also believe that 71% of shifts also reflect a unique violation, including

missed, untimely, and short meal periods. Plaintiff further alleges the same issues plagued unpaid rest breaks, and that breaks either were not provided, cut short, or interrupted by work.

18. 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, and that they in fact took all required breaks on a compliant basis as reflected in Corteva's contemporaneous time records. 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.

19. For her expense reimbursement claims, Plaintiff claims employees were required to use her personal cell phone to log into her work station, and had to download an app on to their phones and receive two-factor authentication codes from Corteva's security software. Under California law an employee does not have to request reimbursement to trigger an employer's reimbursement obligation, and if an employer knows or has reason to know about the expense, and accordingly Plaintiff contends reimbursement should have been automatic.

20. Plaintiff also alleged derivatively that, as a result of the above alleged violations, Defendant failed to provide accurate wage statements and failed to timely pay all wages that were due and owing upon separation of employment. Thus, should the primary claims fail, Plaintiff's derivative claims 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 that Defendant "willfully" failed to pay Class Members appropriate wages due upon separation of employment. Defendant contends that any failure to pay wages upon separation was not willful.

21. As far as potential PAGA liability, the PAGA Members theoretically are entitled

to penalties totaling upwards of $5.15 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 since the Court possesses wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $150,000 to PAGA penalties, which amount Plaintiff submits 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.

22. The settlement obviates the significant risk that this Court may find any kind of class resolution unachievable or might deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiffs obtained certification of all or some of the claims, continued litigation would be expensive as the parties pursued merits discovery, a probable motion to decertify, as well as trial and possible appeals, and would substantially delay any recovery by the class with no assurance of recovering significantly more than the proposed settlement. Overall, while Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes proving the amount of wages and penalties due each Class Member would be an expensive and uncertain proposition.

23. Plaintiff and counsel discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. Plaintiff and counsel concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall $1,750,000 recovery represents a significant percentage of Defendant's potential exposure and, given the risks addressed above, a total recovery for the class of $1,750,000, which will result in average award of over $2,300 per class member, 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.

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SETTLEMENT ADMINISTRATION COSTS

24. The settlement provides for a payment to Apex for its services as the Settlement Administrator. As set forth in the Declaration of Stacey Shim, Apex performed and will continue to perform its required duties through final distribution of the settlement funds and incurred $10,800 in fees and expenses I accordingly requests the Court approve payment of $10,800 to Apex from the GSA.

PLAINTIFF'S ENHANCEMENT AWARD

25. Pursuant to the terms of the settlement, Plaintiff seeks a modest incentive award of $10,000 for her service in bringing these claims on behalf of the Class. The request is reasonable given the risks she undertook on behalf of the Class Members, and by contacting and retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendant's litigation costs. Plaintiff also exposed herself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing each at risk of discrimination by future prospective employers. 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, and kept abreast of all significant developments.

ATTORNEY'S FEES AND COSTS

26. Per the terms of the settlement, up to 33.33% of the initial gross amount is allocated to payment of reasonable attorney's fees, or $583,333.33. 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.

27. Over the two plus years this matter has been pending, Crosner Legal's efforts have included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative

class, including legal research, research into similar claims and claims against other employers in the same industry, and attempts to locate and contact other employees of the Defendant; (2) drafting a PAGA notice letter; (3) drafting the initial complaint and related documents; (4) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, etc.; (5) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (6) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (7) working with a consulting expert on the analysis of Defendant's informal production; (8) drafting a mediation brief and accompanying damages model after review and analysis of defendant's formal and informal discovery production; (9) attending an all-day mediation; (10) negotiating and drafting the settlement agreement and related documents; (11) drafting the consolidated amended complaint to effectuate the settlement; (12) drafting motion for preliminary approval, and attending the hearing; (13) administration of the settlement, including communications with the Settlement Administrator and settlement class members; (14) final approval and attorney's fees, and attending the final approval hearing; and (15) extensive communications with the Plaintiff regarding case status, case investigation and document review, mediation, and settlement terms. Additionally, Class Counsel will incur additional time following final approval to, inter alia, respond to class member inquiries, attend to distribution of settlement funds, and on the compliance hearing. Attached hereto as Exhibit 2 is a summary of Crosner Legal's work performed and time expended on this matter.

28. I am 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.

29. 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.

30. 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.

31. 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)

32. 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).

33. 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 pre0dsipute arbitration agreements, negotiated confidential settlement on behalf of consumer who sued for damages and class injunctive relief stemming from marketing of credit protector plan)

34. 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.

35. Zach Crosner is a 2010 graduate of University San Diego School of Law and he has approximately thirteen years of experience as a practicing attorney. For nearly his entire career, his practice has focused on litigation of wage & hour, consumer, and privacy class action and representative action claims. Following graduation he immediately began working for a nationally recognized plaintiff's complex litigation firm, CaseyGerry, where he worked directly with past presidents of the consumer attorneys and recipients of trial attorneys of the year awards. He also worked for other firms that included former CAALA and CLAY trial attorney of the year recipients. While with these firms, he advocated for the rights of consumers and employees in class action litigation, civil rights and employment litigation, catastrophic injuries, insurance bad faith and appellate litigation.

36. In 2013, he founded the law firm of Crosner Legal, P.C. which since its inception has focused almost exclusively on plaintiff-side class actions lawsuits representing employees, consumers and other victims. Currently, over ninety percent (95%) of his practice is dedicated exclusively to the prosecution of class actions and representative action lawsuits, and his law firm is currently responsible as lead counsel or co-lead counsel for prosecuting over one hundred (100) active wage and hour class actions and/or PAGA representative actions, as well as a multitude of consumer and privacy class actions, in both federal and state courts throughout California. He has been a direct participant in over one hundred (100) class action and/or representative action settlements where he has been approved as adequate lead counsel.

37. Mr. Crosner has been selected by Super Lawyers as a "Southern California Rising Star" for employment and labor law consecutively from 2018 through 2023. Super Lawyers has also named me on their "Up-and-Coming 100" Southern California Rising Stars List for consecutive years from 2021 through 2023. Only 2.5% of lawyers within California are named a Super Lawyer Rising Star and even less are added to their Top Lists. Additionally, he has been selected as a Top 40 Under 40 Civil Plaintiff Attorney by the

National Trial Lawyers, invitation-only organization composed of the premier trial lawyers, from 2019 through 2023. He is an active participant in advocacy groups, including as 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 a member of the Pound Civil Justice Institute.

38. 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.

39. 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.

40. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a 1995 graduate *cum laude* of the University of San Diego School of Law, where he was selected to the Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation associate with Ross Dixon & Bell, LLP (now Troutman Pepper Locke LLP), in Orange County, California, where his practice focused on complex business, employment, and insurance coverage disputes. In 2003, he became associated with Dostart Clapp & Coveney, LLP, then one of the premiere plaintiffs' wage and hour class action firms in California. In 2008, he founded the Law Offices of J. Kirk Donnelly, APC and, in January 2019, also became Of Counsel to Crosner Legal, P.C. Since 2003, his practice has focused on representing plaintiffs

in wage and hour and consumer law cases, including both class actions and individual matters. He has served as class/lead counsel in over 50 wage and hour class and PAGA actions.

41. 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 $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.); and 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.).

42. Based upon the qualifications and experience set forth above, the following hourly rates are reasonable for attorneys practicing in this area of the law in California: Zachary M. Crosner $850/hour, Brandon Brouillette $800/hour, Kiara Bramasco $650/hour, Branden Hamilton $650/hour; J. Kirk Donnelly $950/hour.

43. Plaintiff requests the Court apply the above hourly billing rates in this case, as

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

44. 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, Ms. Serb, and myself, is over $800. The adjusted Laffey Matrix may be found at http://www.laffeymatrix.com/see.html. Similarly, the December 8, 2008 article, "Billable Hours Aren't the Only Game in Town Anymore," NATIONAL LAW JOURNAL, which set forth the following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-hour class actions: Partners: $475-$795; Associates: 1st Year - $275, 2nd Year - $310, 3rd Year - $335, 4th Year - $365, 5th Year - $390, 6th Year - $415, 7th Year - $435, 8th Year - $455.36

45. After the analysis above, Crosner Legal's lodestar is $156,780, based on 195.9 attorney hours spent litigating this case through the filing of this motion. Further, we will almost certainly spend additional time addressing settlement administration matters, responding to class member questions, etc.

46. As noted, Crosner Legal has represented Plaintiff for some two plus years with respect to this matter and has expended a significant amount of time and resources in that representation. The firm agreed to litigate this case on a purely contingent basis and in so doing assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with these cases in general. Under all relevant factors (as outlined herein and in the accompanying memorandum), Plaintiff respectfully requests the Court award his counsel the requested fees of $583,333.33 based on the common fund theory with a corresponding lodestar cross-check and reasonable 3.72 lodestar enhancement.

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

48. Crosner Legal assumes a great deal of contingent risk in every wage and hour class action it undertakes. Attorneys at the firm have been involved in a number of cases where plaintiffs and their counsel invested hundreds of hours of 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 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 yet another matter involving non-exempt employees of a large convalescent hospital, the parties reached a settlement, secured preliminary approval and provided notice, and secured final approval only to have the facility shut down due to severe covid outbreak among

the patients and the class members and our office ultimately received nothing after the shut down became permanent and the company went under. Just last year, after once again settling a matter and securing final approval the defendant went bankrupt before funding the settlement and the class members and counsel received nothing. 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. These examples plainly establish that success in these cases is by no means a certainty and strongly support application of a "handsome yet reasonable" lodestar modifier to account for the significant contingent risk posed here.

49. Class Counsel's litigation costs and expenses are capped at $25,000 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	$4,821.30
Mediation Fees	$9,333.33
Expert Witness Fees	$6,750.00
Postage/Overnight/Fax	$186.27
PAGA Filing Fee	$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	**$21,165.90**

50. These costs and expenses are reasonable in amount and all were necessary for the successful litigation of this matter. I therefore respectfully request the Court approve payment of $21,165.90 in litigation costs and expenses to Crosner Legal.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 6th day of January, at Los Angeles, California.

Declarant

Exhibit 1

Exhibit 2

Maryama Alhark v. Corteva Agriscience LLC
(Contra Costa County Superior Court Case No. C22-02772)

Crosner Legal Time Report

Tasks	Zachary Crosner	Branden Hamilton	Brandon Brouillette	Kiara Bramasco	J. Kirk Donnelly
Pre-filing Case Investigation	8.7	10.2	0.0	4.3	0.0
Pleadings and Law and Motion	5.3	6.4	0.0	6.1	14.3
Discovery and Post-Filing Investigation	3.4	0.0	22.5	0.0	0.0
Court Appearances	0.0	0.0	6.4	0.0	1.0
Case Management; Litigation Strategy & Analysis	7.6	0.0	30.6	0.0	1.0
Mediation and Settlement	8.3	0.0	59.8	0.0	0.0
Total Hours	33.3	16.6	119.3	10.4	16.3
Hourly Rate	$850	$650	$800	$650	$950
Lodestar	**$28,305**	**$10,790**	**$95,440**	**$6,760**	**$15,485**

Total Hours: 195.9
Total Lodestar: $156,780