

1 BRANDON BROUILLETTE (SBN 273156)
bbrouillette@crosnerlegal.com
2 CHAD SAUNDERS (SBN 257810)
chad@crosnerlegal.com
3 ZACHARY M. CROSNER (SBN 272295)
zach@crosnerlegal.com
4 CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
5 Beverly Hills, CA 90210
Tel: (866) 276-7637
6 Fax: (310) 510-6429

7 Attorneys for Plaintiff CHRISTOPHER PUGA
8 on behalf of the State of California,
and others similarly situated and aggrieved

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SANTA CLARA**

12 CHRISTOPHER PUGA, on behalf of the
State of California, and others similarly
situated and aggrieved,

13 Plaintiff,

14
15 v.

16 BIG 5 CORP., a Delaware Corporation;
BIG 5 SPORTING GOODS
17 CORPORATION, a Delaware corporation;
and DOES 1-100, inclusive,

18
19 Defendants.

Case No.: 23CV412953

**DECLARATION OF CHAD SAUNDERS IN
SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Date: July 18, 2024

Time: 1:30 p.m.

Place: Department 7

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1. I am an attorney duly licensed to practice in California and before this Court. I am Senior Associate Attorney at Crosner Legal, PC, and my firm is counsel of record for Plaintiff Christopher Puga (“Puga”). I make this declaration in support of Plaintiffs’ Motion for Approval of PAGA Settlement. If called to testify as to the facts within, I would and could competently do so.

2. On or about January 11, 2023, Puga exhausted his PAGA administrative notice requirements by filing a letter with the Labor Workforce Development Agency (“LWDA”). In his PAGA notice and the subsequent complaint filed in this case on March 21, 2023, Puga alleged the following violations against Defendants Big 5 Corp. and Big 5 Sporting Goods Corporation (“Defendants”), which own and operate sporting goods retail stores throughout California: (1) failure to pay all regular wages and overtime wages due, including without limitation for allegedly requiring employees to work during off-duty meal periods, in violation of Labor Code sections 204, 218.5, 510, 558, and 1194-1199; (2) failure to provide Puga and similarly aggrieved employees with one 30-minute meal period free from all duties for all shifts longer than 5 hours, and a second 30-minute meal period free from all duties for all shifts longer than 10 hours, or compensation in lieu thereof, in violation of Labor Code sections 226.7 and 512 and Wage Order 4-2001 (and all applicable Wage Orders); (3) failure to provide Puga and similarly aggrieved employees with all required and/or fully compliant rest periods, and/or compensation in lieu thereof, in violation of Labor Code sections 226.7 and Wage Order 4-2001 (and all applicable Wage Orders); (4) failure to provide Puga and similarly aggrieved employees with proper, itemized wage statements, including without limitation because the wage statements provided by Defendants allegedly do not accurately reflect, inter alia, gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during each pay period and all hours worked at each applicable hourly rate, in violation of Labor Code section 226; (5) failure to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by all non-exempt employees, in violation of Labor Code sections 1174, 1198-99, 2810.5, and Wage Order 4-2001 (and all applicable Wage Orders), section 7; (6) failure to pay Puga and similarly aggrieved employees minimum wages and/or overtime wages, in violation of Labor Code sections 1174, 1197,

1 and 1198-99; (7) failure to pay Puga and similarly aggrieved employees on a weekly basis, in
2 violation of Labor Code section 201.3; (8) violation of Labor Code section 216 by refusal by pay
3 wages due and payable and/or denial of the validity of claims to wages due, including without
4 limitation by reason of (allegedly) willfully, knowingly and intentionally failing to pay wages due
5 and falsely representing to Puga and similarly aggrieved employees that they were properly denied
6 wages; (9) failure to reimburse Puga and similarly aggrieved employees for all necessary business
7 expenditures incurred by them in the discharge of their duties, in violation of Labor Code section
8 2802; (10) failure to pay Puga and similarly aggrieved employees all wages earned and unpaid at
9 the time of discharge or resignation, including without limitation minimum and overtime wages,
10 meal and rest break premiums, and accrued vacation, in violation of Labor Code sections 203, 256,
11 and 2699; and (11) violating Labor Code section 432.5 by requiring employees and applicants for
12 employment to agree, in writing, to a term or condition known by Defendants to be prohibited by
13 law, namely by requiring Puga and other employees to agree to unlawful disclosures and
14 authorizations for purposes of background investigations.

14 **BACKGROUND/INVESTIGATION**

15 3. Before the parties in this case, and the consolidated *Thompson* case, engaged in a
16 joint mediation session with Defendants in late September, 2023, Defendants produced extensive
17 informal discovery concerning pertinent policies and practices as well as specific data and
18 information collected and current through the time period shortly before the mediation. Specifically,
19 Defendants produced the following information: (1) a sampling of wage statements and time entry
20 records of PAGA Affected Employees ; (2) policies that relate to the allegations asserted; (3) the
21 number of PAGA Affected Employees (approximately 9,612); (4) the number of such employees
22 who had terminated their employment with Defendants; (5) the number of pay periods worked by
23 PAGA affected employees (approximately 175,000) at the time of mediation; and (6) other
24 documents, such as sample on-duty meal period agreements, arbitration agreements and
25 spreadsheets.

26 4. After receiving the random sample, counsel for Puga and Thompson, along with an
27 expert, conducted extensive analysis regarding the same.

1 5. With the assistance of the mediator, the Parties reached an agreement to settle after
2 the mediation. The Settlement calls for Defendants to pay a total non-reversionary amount of
3 \$1,460,000 to settle the PAGA claims in the Puga and Thompson actions.

4 6. It is my opinion that the Settlement constitutes a fair, adequate, and reasonable
5 compromise of the claims at issue. This opinion is informed by my experience litigating and settling
6 wage and hour actions, and my firm's thorough investigation into the factual and legal issues
7 implicated by Plaintiffs' claims and Defendants' defenses.

8 **CROSNER LEGAL'S QUALIFICATIONS**

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

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

25 9. Mr. Crosner is currently an executive board member of the Wage and Hour
26 Committee and the Legislative Committee for the California Employment Lawyers Association; a
27 member of the Grassroots Advocacy Team for the National Employment Lawyers Association;
28 Wage and Hour Committee member and Class Action Committee member for the National Trial

1 Lawyers; a member of the American Association for Justice; and a member of the Pound Civil
2 Justice Institute. He has also been selected by Super Lawyers as a “Southern California Rising Star”
3 for employment and labor law for 2018-2020.

4 10. Jamie Serb is a partner and managing attorney of the wage and hour department with
5 Crosner Legal. She graduated from the University of California, San Diego in 2004 and graduated
6 from California Western School of Law in 2013. She has been a member of the California State Bar
7 since 2013. She began working as a wage and hour class action attorney in 2015 at the Mara Law
8 Firm, PC (previously Turley & Mara Law Firm, APLC; Turley Law Firm, APLC), and has
9 handled wage and hour class actions and PAGA lawsuits on behalf of employees for about 8 years
10 and assisted in recovering millions on behalf of employees.

11 11. I am a Senior Associate with Crosner Legal. I received a Bachelor of Arts in
12 Philosophy from the University of Maryland Baltimore County in 2001 and a Juris Doctor from
13 New College of California School of Law in 2008. While a law student, I completed 600 hours of
14 public interest law apprenticeship, at Legal Services for Children, Disability Rights California, and
15 as a Certified Legal Intern with the Bay Area Legal Aid Housing Clinic. I have been a member of
16 the California Bar since 2008. Since 2009, I have been a class action attorney, practicing mainly in
17 the area of California wage and hour law, with the firms of Hoffman & Lazear, Kralowec Law P.C.,
18 Sundeen Salinas & Pyle, and Hunter Pyle Law. I joined Crosner Legal in May 2021 as a Senior
19 Associate Attorney. In this role I routinely draft complaints and discovery, brief motions, appear
20 before California courts for law and motion and settlement hearings, lead mediation negotiations,
21 and draft settlement approval documents. I also regularly communicate with class members, co-
22 counsel, and opposing counsel. I have represented thousands of employees in both state and federal
23 courts, involving class actions and PAGA claims, and I have assisted in obtaining millions of dollars
24 for employees during my years of practice.

25 12. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
26 action settlements while serving as lead class counsel in recent years, including but not limited to a
27 \$1.9 million wage and hour class action settlement in 2015 (Smith v. Lux Retail North America,
28 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

1 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
2 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a
3 \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*
4 *dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and
5 hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB
6 (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham*
7 *Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million
8 wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-
9 CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020 in
10 *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super
11 Ct.); a \$2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills*
12 *Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage
13 and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No.
14 CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action
15 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.
16 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply*
17 *Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.)), a \$2.38 million wage and
18 hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.
19 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement
20 in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super.
21 Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*
22 *Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million wage and
23 hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No.
24 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action settlement
25 in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3
26 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No.
27 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class settlement
28 in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); and a

1 \$1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight*
2 *Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.).

3 **ATTORNEYS' FEES AND COSTS**

4 13. I have reviewed a summary of the billing records for this action, which are
5 maintained during the regular course of business and billed contemporaneously. The bill for
6 attorneys' fees is summarized in the chart below:

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Attorney	Title	CA Bar Year	Rate	Hours	Fees
Zachary Crosner	Principle Attorney	2010	\$800	41.3	\$33,040
Jamie Serb	Managing Partner	2013	\$750	45.1	\$33,825
Chad Saunders	Senior Associate	2008	\$750	87.7	\$65,775
Kiara Bramasco	Attorney	2018	\$650	18.5	\$12,025
					\$144,665

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15 14. Crosner Legal has devoted significant time and effort to this litigation. In sum, my
16 firm has conducted the following tasks: pre-filing investigation and legal research; drafting and
17 filing the PAGA letter and amended PAGA letter notifying the LWDA of Plaintiff's claims;
18 communicating with the PAGA representative; interviewing and discussions with aggrieved
19 employees; research and investigation of California's ever evolving wage and hour laws;
20 investigation into Defendants' policies and practices for their employees; drafting and filing
21 pleadings; meeting and conferring with Defendants' counsel on various topics throughout the
22 litigation; mediation and settlement process; discussions with co-counsel re: strategy, claims,
23 Defendants' defenses thereto; draft informal requests for discovery; meet and confer with Defense
24 counsel regarding discovery requests; analyze records produced by Defendant relating to its policies,
25 pay-structures, timekeeping and payroll; preparing for and attending mediation; preparing exposure
26 and damage analysis for mediation; discussing damage analysis with expert and co-counsel;
27 reviewing, negotiating and revising the settlement agreement; discussions with settlement
28 administrator regarding its duties; draft approval motion and supporting papers; obtain bids from

1 multiple administrators for settlement administration; and review and revise settlement
2 administrator's declaration.

3 15. All tasks and work performed were reasonable and necessary to the prosecution of
4 this case. The work performed was justified in light of the result achieved.

5 16. Crosner Legal undertook representation of this matter on a contingency fee basis,
6 shouldered the risk of expending substantial costs and time in litigating the action without any
7 monetary gain in the event of an adverse judgment. At the time my firm decided to pursue this
8 litigation, any monetary recovery was far from certain.

9 **COSTS**

10 17. Crosner Legal seeks reimbursement of litigation expenses totaling \$11,602.40. These
11 costs were all reasonable and necessary to the prosecution of this case and the results achieved and
12 are fair, reasonable, and unopposed by Defendants.

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14 DATE: JUNE 25, 2024

15
16 BY: 

17 CHAD SAUNDERS
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