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11

12 **SUPERIOR COURT OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF SAN BERNARDINO**
14

15 ERICKA NATALY ESCOBAR URRUTIA,
16 REBECCA DAWN STEWART, MICHAEL
17 NGO, and KADY HOPPER, individuals and
class representatives on behalf of themselves
18 and all other similarly situated non-exempt
former and current employees,

19 Plaintiffs,

20 vs.

21 LAZER SPOT, INC., a Georgia Corporation;
22 and DOES 1 through 100, inclusive,

23 Defendants.
24

CASE NO. CIVSB2228377

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

Date: May 4, 2026
Time: 8:30 a.m.
Dept.: S-26

1 I, Brandon Brouillette, declare:

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

7 **FACTUAL BACKGROUND AND PROCEDURAL POSTURE**

8 2. Defendant Lazer Spot is in the business of providing yard logistics for large
9 retailers and distributors across all industries and employed Plaintiffs and putative class
10 members in California. Plaintiff Ericka Nataly Escobar Urrutia ("Plaintiff Urrutia") worked for
11 Lazer Spot from approximately May 2021 to November 2022 as a yard driver in Ontario,
12 California. Plaintiff Rebecca Dawn Stewart ("Plaintiff Stewart") worked for Lazer Spot from
13 approximately November 2020 to December 2022 as a yard driver in Ontario, Mira Loma, and
14 Redlands, California. Plaintiff Michael Ngo ("Plaintiff Ngo") worked for Lazer Spot from
15 January 11, 2022 to September 20, 2022 as a yard driver or other similar title. Plaintiff Kady
16 Hopper worked for Lazer Spot from approximately April 2022 to May 2023 as a yard driver or
17 other similar title.

18 3. On December 16, 2022, Ericka Urrutia and Rebecca Stewart commenced a class
19 action lawsuit against Defendant in San Bernardino Superior Court, (SBSC Case No.
20 CIVSB2228377, "*Urrutia Class Action*") which was later removed to the U.S. District Court for
21 the Central District of California, alleging causes of action against Defendant for (1) Unpaid
22 Minimum Wages and Liquidated Damages, (2) Unpaid Overtime, (3) Failure to Provide Meal
23 Breaks, (4) Failure to Provide Rest Breaks, (5) Failure to Provide Accurate, Itemized Wage
24 Statements, (6) Failure to Timely Pay All Wages Due Upon Separation of Employment, (7)
25 Failure to Reimburse for Business Expenses, and (8) Unfair Business Practices. On February 3,
26 2023, Plaintiff Michael Ngo filed a Class Action Complaint against Defendant in Riverside
27 Superior Court, (RSC Case No. CVRI2302136, "*Ngo Class Action*") which was later removed to
28 the U.S. District Court for the Central District of California, alleging causes of action against

1 Lazer Spot for (1) Unpaid Minimum Wages and Liquidated Damages, (2) Failure to Provide
2 Accurate, Itemized Wage Statements, (3) Failure to Timely Pay All Wages Due Upon Separation
3 of Employment, (4) Failure to Reimburse for Business Expenses, and (5) Unfair Business
4 Practices. On June 2, 2023, Plaintiffs Ericka Urrutia and Rebecca Stewart commenced their
5 PAGA (Labor Code §§ 2698 et seq.) action in San Bernardino Superior Court against Defendant
6 (Case No. CIVSB2312528, “*Urrutia PAGA Action*”). On April 21, 2023, Plaintiff Michael Ngo
7 commenced his PAGA action in Riverside Superior Court (“*Ngo PAGA Action*”). On August 26,
8 2025, Plaintiffs filed a first amended consolidated class action and PAGA representative
9 complaint (SBSC Case No. CIVSB2228377, “FAC” or “Consolidated Complaint”) with the
10 approving Court which shall be the operative Complaint.

11 4. Once Plaintiffs' various matters were at issue, the Parties initiated discovery and
12 later, after engaging in meet and confer discussions regarding discovery, potential law and
13 motion, and the merits of the case, ultimately agreed to attempt a global mediation of all pending
14 matters. They then engaged in significant informal discovery to facilitate an exchange of
15 information necessary to engage in a meaningful mediation.

16 5. In April 2024, the Parties mediated with Steven Serratore, Esq., a respected wage
17 and hour class action mediator and, after a full day of mediation reached the proposed settlement.

18 **THE PROPOSED SETTLEMENT TERMS**

19 6. Under the proposed settlement, Lazer Spot will pay \$1,500,000.00 into a common
20 fund, the Gross Settlement Amount (“GSA”). Reasonable attorney’s fees of up to one-third of the
21 GSA, or \$500,000, actual litigation costs of up to \$30,000 (only \$28,783.85 is requested), service
22 awards of up to \$10,000 for each plaintiff (\$40,000 total), settlement administration costs of
23 \$24,000, and an \$80,000 PAGA Payment for alleged civil penalties under PAGA, all will be paid
24 from the GSA. The remainder of approximately \$827,246 will be allocated among the
25 Participating Class Members based on their total weeks worked during the Class Period. No
26 portion of the GSA will revert to Defendant.

27 7. As noted, the settlement obligates Lazer Spot to pay \$1,500,000 to resolve the
28 Settlement Class’s claims, inclusive of attorney’s fees and costs. At least \$827,246 from the GSA

1 will be distributed to the Participating Class Members. This is a cash settlement that does not
2 require Participating Class Members to submit a claim form to receive their settlement share.
3 Participating Class Members will receive their settlement checks automatically via First Class
4 U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining
5 s will be allocated to penalties, unreimbursed expenses, and interest. Lazer Spot will pay any and
6 all applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the
7 Court's approval, any amounts not claimed (because a class member does not cash his or her
8 settlement check) will be forwarded to the California State Controller's Unclaimed Property Fund.

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

20 9. All Participating Class Members will be deemed to release Defendant from all
21 class claims alleged in the operative complaint, or that could have been brought based on the
22 allegations in the operative complaint, during the Class Period, and the Aggrieved Employees will
23 release all claims under PAGA for the PAGA Period. The releases are limited to the claims that
24 were actually pleaded or could have been pleaded based on the alleged facts in the operative
25 complaint

26 10. The Parties allocated \$80,000 to payment of civil penalties under PAGA for such
27 claims against Lazer Spot, and Plaintiffs submit that amount is fair, reasonable and adequate, and
28 consistent with PAGA's underlying purposes, as addressed in more detail below. As required by

1 Labor Code section 2699(l)(2), Plaintiffs gave notice of the settlement and preliminary approval
2 hearing to the LWDA via its online portal. A true and correct copy of the LWDA's
3 acknowledgement of receipt is attached hereto as Exhibit 1.

4 **The Settlement Is Fair and Reasonable Considering the Benefits Conferred, the Case Value,**
5 **and Significant Litigation Risks**

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

17 12. While Plaintiffs and counsel remain confident of the merits of Plaintiffs' claims
18 after review and analysis of this information, they nevertheless objectively considered several risk
19 factors in reaching the decision to settle at this point in the litigation. Further, Plaintiffs' expert
20 statistician and analyst calculated the maximum damages of the Class based on the claims likely
21 to survive through judgment to be approximately \$11,171,519.00 without penalties.

22 13. Based on Crosner Legal's and Solouki Savoy's combined experience litigating
23 wage and hour class action lawsuits solely on the side of employees, we estimate a fifty percent
24 (50%) likelihood of obtaining and maintaining certification of all of Plaintiffs' claims, with a
25 likelihood of only being able to certify the claims based on the actual written policies and four
26 corners of the paystubs and timesheets, as claims based on solely subjective evidence, such as off-
27 the-clock work and rest break violation are extremely difficult to certify. This alone greatly
28 reduces the value of these claims. Additionally, Plaintiffs' counsel asserts that there is a fifty

1 percent (50%) likelihood of the claims that get certified surviving a dispositive motion such as a
2 Motion for Summary Judgment/Adjudication once merits-based discovery is opened. Lastly, but
3 definitely the highest hurdle to get over is the fifty percent (50%) chance that Plaintiffs will
4 prevail at trial on remaining claims, if any, further reducing the value of the case. The significant
5 risk that this Court may deny class certification, partially/fully grant a Motion for Summary
6 Judgment/Adjudication is obviated by the Settlement. Moreover, continued litigation would very
7 likely reduce and substantially delay recovery by Class Members. In contrast, because of the
8 proposed Settlement, Class Members will receive timely relief and avoid the risk of an
9 unfavorable judgment. Given the maximum, non-PAGA stacked, potential damages and
10 penalties, the settlement sum of \$1,500,000.00 is reasonable considering the substantial risks
11 entailed by this case.

12 14. Defendant, on the other hand, strongly contends that its policies and practices do
13 not violate any laws and that it complied with all applicable laws. Specifically, Defendant
14 maintains that Plaintiffs' claims that they and class members were not paid for all hours worked is
15 factually incorrect. It is Defendant's position that there would be no liability for unpaid wages
16 and overtime, and therefore, the derivative claims of waiting time penalties, untimely wage
17 payments and inaccurate wage statements therefore also fail. Defendant further contends that it
18 provided meal and rest breaks as required by law and is not required to ensure that employees
19 took every meal and rest period made available to them. Additionally, Defendant contends that
20 Plaintiffs would not obtain class certification on their claims, particularly because the claims
21 would require an individualized inquiry. In such an event, there would be no recovery for Class
22 Members at all. Moreover, putative class members signed arbitration agreements with a class and
23 representative action waiver, which could bar most of the putative class from obtaining any award
24 on a class-wide or representative-wide basis. A discount was required at this stage of the litigation
25 for settlement purposes based on these risk factors.

26 15. As far as potential PAGA liability, the allegedly aggrieved employees theoretically
27 are entitled to penalties totaling over \$12 million in civil penalties should Plaintiffs prevail on all
28 claims, establish violations of the multiple Labor Code sections at issue for every single pay

1 period, and secure the maximum allowable penalties. As with the class claims, Plaintiffs
2 discounted the potential PAGA penalties based on Defendant's various defenses on the merits
3 and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award
4 penalties at all. Accordingly, the Parties allocated \$80,000 to PAGA penalties, and Plaintiffs
5 submit this amount is reasonable under the circumstances and in line with comparable settlements
6 in other wage and hour class actions in California. Additionally, the LWDA has been informed of
7 the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

8 16. Overall, the settlement obviates the significant risk that this Court may find any
9 kind of class or representative resolution unachievable or deny certification of all or some of
10 Plaintiffs' claims. Furthermore, even if Plaintiffs obtained certification of all or some of the
11 claims, continued litigation would be lengthy and expensive as the parties pursued merits
12 discovery, a probable motion to decertify, as well as trial and possible appeals, and would further
13 and substantially delay any recovery by the class with no assurance of recovering significantly
14 more than the proposed settlement. While Plaintiffs are confident in the merits of these claims,
15 legitimate controversies exist regarding each one of them. Plaintiffs also recognize proving the
16 amount of wages and penalties due each Class Member would be an expensive, time-consuming,
17 and uncertain proposition.

18 17. Plaintiffs, co-counsel and I discounted the value of the class claims consistent with
19 the risks discussed above, and carefully weighed the likelihood of the class receiving
20 substantially greater benefit if the litigation continued. We concluded – in light of these very real
21 and substantial risks – settlement on the proposed terms and without prolonged and costly
22 litigation was in the best interests of the class, and the overall \$1,500,000 recovery represents a
23 significant percentage of Defendant's potential exposure. Given these risks, a total recovery for
24 the class of \$1,500,000, which will result in average award of some \$325 per class member, plus
25 additional amounts under PAGA, is a significant result well within the range of reasonableness
26 considering all potential outcomes, and it will provide direct monetary awards to all Class
27 Members without further delay.

28 **SETTLEMENT ADMINISTRATION COSTS**

1 18. The settlement provides for a payment to Phoenix from the GSA for its services as
2 the Settlement Administrator. As set forth in the Declaration of Mayra Gonzalez, Phoenix has
3 performed and will continue to perform its required duties through final distribution of the
4 settlement funds, and incurred \$24,000 in fees and expenses. Accordingly, Plaintiffs respectfully
5 request the Court approve payment of \$24,000 to Phoenix from the GSA.

6 **PLAINTIFFS' ENHANCEMENTS**

7 19. Pursuant to the terms of the settlement, Plaintiffs seek modest incentive awards
8 of \$10,000 each for their service in bringing these claims on behalf of the Class. These requests
9 are reasonable given the risks they undertook on behalf of the Class Members. By contacting
10 and retaining counsel to pursue these claims, Plaintiffs helped make this settlement possible for
11 the absent Class Members, while shouldering the risk of being liable for Defendant's litigation
12 costs. Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit
13 (discoverable even through a simple google search) for the benefit of other employees, placing
14 herself at risk of discrimination by future prospective employers. As set forth in more detail in
15 their respective declarations submitted at preliminary approval, among taking many other
16 actions assisting in the successful litigation of this case, Plaintiffs provided substantial factual
17 information and documents to counsel, attended numerous meetings/phone conferences with
18 counsel to discuss the case, and kept abreast of all significant developments. Accordingly, the
19 requested enhancement payments to Plaintiffs are appropriate and justified as part of the
20 settlement.

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

22 20. Per the terms of the settlement, up to 1/3 of the initial gross amount is allocated to
23 payment of reasonable attorney's fees, or \$500,000. Here, the parties did not negotiate the
24 inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to
25 the Class was completed. The requested fee and cost award was a product of these arms-
26 length negotiations and fairly reflects the marketplace value of the services rendered by Class
27 Counsel in this case for the reasons addressed herein.

28 21. I am a graduate of Loyola Law School, Los Angeles, from which I received a *juris*

1 *doctorate* degree in 2009. Prior to attending law school, I attended the University of Southern
2 California, from which I received a *bachelors of science* in Business Administration in 2006.

3 22. I have been a Partner at Crosner Legal since February 1, 2023. Prior to joining
4 Crosner Legal, I was a Senior Associate and Team Director of a Wage and Hour Litigation Team
5 at Capstone Law APC, which I originally joined as an associate attorney in May 2016.

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

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

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

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

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

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

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

28 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).

26. 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

1 landmark case that established the ‘McGill rule’ precluding the waiver of public
2 injunctive relief in pre-dispute arbitration agreements, negotiated confidential
3 settlement on behalf of consumer who sued for damages and class injunctive relief
4 stemming from marketing of credit protector plan)

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

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

18 29. 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
21 practice is dedicated exclusively to the prosecution of wage and hour class actions, and Crosner
22 Legal is currently responsible as lead counsel or co-lead counsel for prosecuting well over fifty
23 (50) wage and hour class actions and/or PAGA representative actions in both federal and state
24 courts throughout California.

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

1 National Trial Lawyers; a member of the American Association for Justice; and member of the
2 Pound Civil Justice Institute. He was selected for 2018-23 by Super Lawyers as a “Southern
3 California Rising Star” for employment and labor law.

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

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

15 33. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a
16 1995 graduate *cum laude* of the University of San Diego School of Law, where he was selected to
17 the Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation associate with
18 Ross Dixon & Bell, LLP (now Troutman Pepper Locke LLP), in Orange County, California,
19 where his practice focused on complex business, employment, and insurance coverage disputes.
20 In 2003, he became associated with Dostart Clapp & Coveney, LLP, then one of the premiere
21 plaintiffs’ wage and hour class action firms in California. In 2008, he founded the Law Offices of
22 J. Kirk Donnelly, APC and, in January 2019, also became Of Counsel to Crosner Legal, P.C.
23 Since 2003, his practice has focused on representing plaintiffs in wage and hour and consumer
24 law matters, including both class actions and individual matters. He has served as class/lead
25 counsel in over 50 wage and hour class and PAGA actions.

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

1 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
2 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
3 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
4 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a
5 \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*
6 *dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and
7 hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160
8 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v.*
9 *Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a
10 \$1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*,
11 Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action
12 settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753
13 (Santa Clara Cty. Super Ct.); a \$2.2 million wage and hour class action settlement in 2021
14 (*Ghorchian, et al. v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super.
15 Ct.)); a \$2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original*
16 *Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1
17 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No.
18 21CV382467 (Santa Clara Cty. Super. Ct.)), a \$1.4 million wage and hour class action settlement
19 in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino
20 Cty. Super. Ct.), a \$2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v.*
21 *Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million
22 wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No.
23 CIVDS1931464 (San Bernardino Cty. Super. Ct.); \$1.015 million wage and hour class action
24 settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco
25 Cty. Super. Ct); and a \$1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v.*
26 *Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a
27 \$1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No.
28 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3 million wage and hour class action

1 settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super.
2 Court); a \$1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case
3 No. 21STCV31479 (Los Angeles Cty. Super. Ct.); a \$1.19 million dollar wage and hour class
4 action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367
5 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage and hour class action settlement in 2024 in
6 *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super
7 Ct.); a \$1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case
8 No. 23CV025345 (Alameda Cty. Superior Ct); a \$1.2 million PAGA-only settlement in 2025 in
9 *Denault v. Lewis Management Corp.*, Case No. CIVSB2107487 (San Bernardino Cty. Super.
10 Ct.); a \$3.9 million wage and hour class action settlement in 2025 in *Bolanos et al. v. Newport*
11 *Fab*, Case No. 30-2022-01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a \$5,093,537.50
12 wage and hour class action settlement in 2025 in *Deaver, et al. v Blue Diamond Growers*, Case
13 No. 34-2022-00316490-CU-OE-GDS (Sacramento Cty. Super. Ct.). a \$5,600,000 wage and hour
14 class action settlement in 2025 in *Goodwin et al. v Save Mart*, Case No. STK-CV-UOE-2023-
15 0002062 (San Joaquin Cty. Super. Ct.); a \$1,300,000 wage and hour class action settlement in
16 2025 in *Perez v Qantas Airways Ltd*, Case No. 23STCV18974 (Los Angeles Cty. Super. Ct.); a
17 \$1,650,000 wage and hour class action settlement in 2025 in *Williams et al v. Bluetriton Brands*
18 Case No. CIVSB2325920 (San Bernardino Cty. Super. Ct.); and a \$2,038,000 PAGA settlement
19 in 2026 in *Zermeno, et al. v Remington Lodging, et al.*, Case No. RG20069869 (Alameda Cty.
20 Super. Ct.).

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

25 36. Plaintiff requests the Court apply the above hourly billing rates in this case, as
26 these rates are reasonable in the California legal market for attorneys handling wage and hour
27 class actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side
28 wage and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for

1 partner-level attorneys with experience comparable to mine and to that of my colleagues. These
2 rates have range from \$650 to \$850 per hour for calendar years 2017-2021. Some examples
3 include attorney Matthew Matern of Matern Law Group in Los Angeles, with approximately 26
4 years of experience \$850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with
5 approximately 25 years of experience \$850/hour (2021), Michael Malk of Malk APC in Los
6 Angeles, with approximately 16 years of experience \$650/hour (2018), Michael Singer and Isam
7 Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience
8 respectively, both \$825/hour (2018), Jason Ehrlich of McCormack & Ehrlich LLP in San
9 Francisco, with approximately 17 years of experience \$750/hour (2017), and James Kawahito of
10 Kawahito Law Group in Los Angeles, with approximately 16 years of experience \$750/hour
11 (2020).

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

21 38. Attached hereto as Exhibit 2 is a true and correct summary of Crosner Legal's
22 work performed and hours expended on this matter. After the analysis above, Crosner Legal's
23 lodestar is \$161,875, based on 203.9 attorney hours spent litigating this case through the filing of
24 this motion. Further, we will almost certainly spend additional time addressing settlement
25 administration matters, responding to class member questions, etc. When combined with our co-
26 counsel's lodestar, the total aggregate lodestar for Class Counsel in this matter is \$433,450.

27 39. As noted, Crosner Legal has represented Plaintiffs for some three plus years with
28 respect to this matter and has expended a significant amount of time and resources in that

1 representation. The firm agreed to litigate this case on a purely contingent basis and in so doing
2 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the
3 case with these cases in general. Under all relevant factors (as outlined herein and in the
4 accompanying memorandum), Plaintiffs respectfully requests the Court award their counsel the
5 requested fees of \$500,000 based on the common fund theory with a corresponding lodestar
6 cross-check and reasonable 1.15 upward lodestar enhancement. Crosner Legal and Solouki Savoy
7 will split any fees awarded 50/50, and all plaintiffs have been informed of the proposed fee split
8 and consented thereto in writing.

9 40 This case posed considerable contingent risk, for the reasons addressed above; if
10 there had been recovery then my firm would not have received any fees for the time invested
11 litigating the case. Throughout the pendency of this case, my firm has received no compensation
12 or reimbursement for its efforts representing Plaintiff and the Class.

13 41. Crosner Legal assumes a great deal of contingent risk in every wage and hour class
14 action it undertakes. Attorneys at the firm have been involved in a number of cases where
15 plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with
16 no return. For example, in a matter alleging misclassification on behalf of a putative class of
17 assistant managers at major restaurant chain, after three years of exceptionally adversarial
18 litigation and the investment of over 1,000 hours of attorney time and over \$100,000 in costs, the
19 trial court denied plaintiffs' motion for class certification. In another misclassification case on
20 behalf of assistant managers at large restaurant chain, the parties reached a settlement after three
21 years of litigation, secured preliminary approval and completed the notice process to the
22 settlement class, only to have the defendant file for bankruptcy a few days before the final
23 approval hearing. Lastly, in a matter against a large regional bank seeking expense
24 reimbursement of behalf of outside salespersons, after more than a year of combative litigation
25 and shortly before plaintiff's class certification motion was due, the defendant was taken over by
26 federal regulators. In each of these instances the plaintiff's firm received nothing despite the
27 investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

28 **Class Counsel's Costs and Expenses are Reasonable**

42. Class Counsels' litigation costs and expenses are capped at \$30,000 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by Crosner Legal is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$4,662.00
Mediation Fees	\$7,000.00
Expert Witness Fees	\$3,735.00
Postage/Overnight/Fax	\$104.24
CourtCall	\$72.00
PAGA Filing Fee	\$150.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$28,783.85

43. These costs and expenses are reasonable in amount and all were necessary for the successful litigation of this matter. When combined our co-counsel's costs, the total costs for Class Counsel are \$28,783.85. I therefore respectfully request the Court approve payment of \$28,783.85 in litigation costs and expenses to Class Counsel.

44. 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 7th day of April at Los Angeles, California.



Declarant

Exhibit 1

Exhibit 2

Urrutia v. Lazer Spot, Inc.
San Bernardino Superior Court Case No. CIVSB2228377

Crosner Legal Time Report

Tasks	Zachary Crosner	Branden Hamilton	Brandon Brouillette	J. Kirk Donnelly	Kiara Bramasco
Pre-filing Case Investigation	3.2	5.9	0.0	0.0	4.4
Pleadings and Law and Motion	5.4	9.7	6.2	7.7	6.9
Discovery and Post-Filing Investigation	4.7	0.0	20.5	0.0	0.0
Court Appearances	0.0	0.0	6.5	0.0	0.0
Case Management; Litigation Strategy & Analysis	12.1	0.0	37.9	0.0	0.0
Mediation and Settlement	7.3	0.0	65.5	0.0	0.0
Total Hours	32.7	15.6	136.6	7.7	11.3
Hourly Rate	\$850.00	\$650.00	\$800.00	\$950	\$650
Lodestar	\$27,795.00	\$10,140.00	\$109,280.00	\$7,315.00	\$7,345.00

Total Hours: 203.9
Total Lodestar: \$161,875.00