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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN DIEGO**

12 ELISEO DE LA TORRE, JOSE NORIEGA,
13 NICASIO ANDRADE, and MARIO CASTRO,
individually and on behalf of all similarly-
situated employees,

14 Plaintiffs,

15 v.

16 and

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18 UNIQUE BUILDING GROUP, INC., and DOES 1
through 100, inclusive,

19 Defendants.
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Case No.: 37-2023- 00011128-CU-OT-CTL

Assigned for All Purposes to:
Hon. Matthew C. Braner
Dept. C-60

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

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

Date: November 8, 2024
Time: 9:00 a.m.
Department: C-60

I, BRANDON BROUILLETTE, Declare:

FACTUAL BACKGROUND AND PROCEDURAL POSTURE

4. UBG has at all times denied Plaintiffs' allegations and maintained its meal break and payroll policies and procedures comply with California law, that it provided its employees with required meal and rest breaks, that it properly tracked employee time and paid Plaintiff and all other employees all wages due at the correct hourly and overtime rates. Additionally, UBG strongly contends the case cannot be maintained as any kind of class or

1 representative action, arguing that to the extent class members missed meal breaks, that such
2 breaks were non-compliant, or that any unpaid “off the clock” work occurred, it was
3 intermittent and infrequent and evidence of such violations would be purely anecdotal, and
4 therefore individualized issues predominate and trial would be unmanageable.

5 5. After Plaintiffs filed their complaint, the Parties engaged in substantial meet and
6 confer discussions regarding discovery, potential law and motion, and other case management
7 issues, and ultimately agreed to attempt early mediation. Thereafter, the Parties engaged in
8 informal discovery to facilitate an exchange of information necessary to engage in a
9 meaningful mediation. Consequently, Plaintiffs’ counsel reviewed payroll records, personnel
10 policies/handbooks, meal break policies, personnel files, and a random sampling of paystubs
11 and time records produced by UBG. Defendant also provided documents and information
12 reflecting the estimated total amount of workweeks and pay periods they worked, number of
13 class members, and average hourly pay rates, among other relevant data. Plaintiffs had this
14 data reviewed by a consulting expert to assist with determining potential violations rates and
15 formulating a damages model.

16 6. The Parties then engaged Louis Marlin, Esq., a highly respected mediator with
17 extensive wage and hour class action experience and, on December 15, 2023, participated in a
18 mediation with Mr. Marlin. The arms-length negotiations were hard-fought and adversarial as
19 the Parties exchanged extensive information on their legal and factual positions, and made
20 numerous offers and counter-offers. Ultimately, the Parties reached agreement on all major
21 issues to resolve the matter on both a class and PAGA basis. The Parties thereafter
22 collaboratively drafted the Settlement Agreement setting forth the full and final settlement
23 terms.

24 **THE PROPOSED SETTLEMENT TERMS**

25 7. Under the settlement, UBG will pay \$700,000.00 into a common fund, the
26 Gross Settlement Amount (“GSA”). Reasonable attorney’s fees of up to 33.33% of the GSA,
27 or \$233,333.33, actual litigation costs of up to \$17,500 (only \$15,569.46 is requested), a
28 modest enhancement award of up to \$10,000 each for plaintiffs, settlement administration

costs of \$12,500, and \$60,000 for alleged civil penalties under PAGA, all will be paid from the GSA. The remainder of approximately \$338,597.21 will be allocated among the Participating Class Members based on their total weeks worked during the Class Period. No portion of the GSA will revert to UBG.

8. As noted, the settlement obligates UBG to pay \$700,000 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs. At least \$338,597.21 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that does not require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining eighty percent will be allocated to expenses, penalties and interest. UBG will pay any and all applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the Court's approval, any amounts not claimed (because a class member does not cash his or her settlement check) will be forwarded to the California State Controller's Unclaimed Property Fund.

9. Each Participating Class Member will receive a share of the Net Settlement Amount based on his or her position held and total weeks worked for UBG during the Class Period while employed as a non-exempt employee. Thus, each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of alleged unpaid wages, unpaid premium wages for missed meal breaks, unreimbursed expenses, and potential statutory penalties 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 a reasonable way to compensate Class Members based on the amount of time they worked for Ford, and the number of instances they missed a break, were not provided compensation in lieu of such missed breaks, or lost wages due to rounding.

10. All Participating Class Members will be deemed to release UBG from all claims alleged in the operative complaint, or that could have been brought based on the allegations in the operative complaint, including PAGA claims, from March 16, 2019 through March 15,

2024. The release is limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the operative complaint.

11. The Parties allocated \$60,000 to payment of civil penalties under PAGA for such claims against UBG, it is respectfully requested that the Court approve that amount as 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 preliminary approval hearing to the LWDA via its online portal, and a true and correct copy of the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

12. Prior to mediation, the parties engaged in extensive informal discovery to facilitate settlement discussions. As a result, Plaintiffs reviewed documents and information regarding UBG's payroll practices, pay stubs and time records for a sampling of pay periods, meal and rest break policies, etc., and information from Defendant regarding class size and breakdown of job positions, work weeks, rates of pay, and other information used to formulate a damages model. Plaintiffs' 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.

13. Using that data, we ran various calculations and estimated UBG's likely maximum exposure on the class claims at approximately \$10.5 million, including \$412,350 on the unpaid wage claims, \$2,106,750 on the meal break claims, \$4,270,330 on the rest break claims, \$409,600 on the expense reimbursement claim, \$572,000 on the wage statement claims, and \$2,747,000 on the waiting time penalty claims.

14. On the unpaid wage claims, Plaintiffs alleged Defendant rounded employee time records throughout the class period to the nearest quarter hour, resulting in an overall loss of hours worked and compensation to the Class Members during many pay periods. Plaintiffs further alleged Defendant routinely kept employees on the job site working late, after they had clocked out, to clean up and put tools away. As a result, Plaintiffs contend UBG did not pay the Class Members for the actual hours worked.

15. In response, Defendant argued its time keeping and rounding policy is entirely

1 neutral in effect and did not deprive class members of compensable hours worked over time
2 and, accordingly, does not violate California law. Defendant also emphasized that its policies
3 strictly prohibited any off the clock work and, to the extent any such work occurred, it was
4 aberrational, against company policy, and done without the employer's knowledge. Thus, per
5 UBG, the issue is not suited for class certification since any number of individualized
6 inquiries would be required to determine if any such work occurred or if it was compensable.

7 16. On the meal and rest break claims, while UBG's written policies generally
8 appeared compliant, Plaintiff's review of the time and payroll records suggested Defendant
9 failed to keep accurate meal period records, as employees would clock in to begin their shift and
10 clock out at the end of their shift, but would not clock in and out for meal breaks. Instead, Plaintiffs
11 allege meal break times were auto-deducted to show meals were taken in a compliant fashion even
12 when they weren't. Per Plaintiffs, however, meal breaks were routinely cut short or taken late due
13 to work requirements and mandates to meet progress deadlines on each job site. For the same
14 reasons, Plaintiffs contend they were not provided with the required amount of rest breaks and
15 received at most one rest break per shift.

16 17. In response, UBG emphasized its written policies are compliant, and that it
17 provided many class members with the opportunity to take all required meal and rest breaks
18 and thus met its obligations under the law. UBG further argued its records accurately reflect
19 that employees took timely and compliant meal breaks. UBG also noted that, in light of its
20 compliant policies, whether a class member missed a meal period, received a late meal period,
21 or missed a rest break would have been aberrational and against company policy. Thus, per
22 Defendant, these issues are not amenable to class or representative treatment since their
23 resolution would require individualized inquiries as to why a break was missed or non-
24 compliant.

25 18. On the expense reimbursement claim, Plaintiffs claimed that they and the Class
26 Members regularly had to use their personal phones while on the clock and for work purposes
27 to, inter alia, communicate with supervisors, take pictures of their work, and so on. Per
28 Plaintiffs, UBG did not pay any reimbursement for use of personal phones. UBG on the other

1 hand argued that any use of personal mobile devices was unnecessary to perform the job and
2 therefore was purely for personal convenience. If so, then the expense was neither reasonable
3 nor necessary, and therefore no reimbursement was required. Labor Code § 2802.

4 19. On the claims under Labor Code section 226, for inaccurate wage statements,
5 Plaintiffs alleged derivative wage statement violations based on the alleged underpaid
6 overtime and meal/rest break violations, and further alleged derivative Labor Code 203
7 violations for failure to timely pay all wages due on separation of employment. Being
8 derivative, these claims accordingly are subject to the same risks and uncertainties applicable
9 to the primary claims, plus additional risks posed by the need to take into account the
10 discretionary nature of such awards and the “good faith” and other defenses available to
11 Defendant. Thus, while these claims largely are derivative of the unpaid wage claims, they
12 also are subject to additional defenses.

13 20. As far as potential PAGA liability, the allegedly aggrieved employees
14 theoretically are entitled to penalties totaling about \$5 million in civil penalties should Plaintiffs
15 prevail on all claims and establish violations of the multiple Labor Code sections at issue for
16 each and every pay period, and secure the maximum allowable penalties. As with the class
17 claims, Plaintiffs discounted the potential PAGA penalties based on UBG’s various defenses on
18 the merits and also accounted for the Court’s wide discretion to reduce such penalties, or to
19 decline to award penalties at all. Accordingly, the Parties allocated \$60,000 to PAGA penalties,
20 and Plaintiffs submit this amount is reasonable under the circumstances and in line with
21 comparable settlements in other wage and hour class actions in California. Additionally, the
22 LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able
23 to weigh in as necessary.

24 21. The settlement obviates the significant risk that this Court may find any kind of
25 class or representative resolution unachievable or deny certification of all or some of
26 Plaintiffs’ claims. Furthermore, even if Plaintiffs obtained certification of all or some of the
27 claims, continued litigation would be lengthy and expensive as the Parties pursued merits
28 discovery, a probable motion to decertify, as well as trial and possible appeals, and would

1 substantially delay any recovery by the class with no assurance of recovering significantly
2 more than the proposed settlement. While Plaintiffs are confident in the merits of these
3 claims, legitimate controversies exist regarding each one of them. Plaintiffs also recognize
4 proving the amount of wages and penalties due each Class Member would be an expensive,
5 time-consuming, and uncertain proposition.

6 22. Plaintiffs and I counsel discounted the value of the class claims consistent with
7 the risks discussed above, and carefully weighed the likelihood of the class receiving
8 substantially greater benefit if the litigation continued. We concluded – in light of these very
9 real and substantial risks – settlement on the proposed terms and without prolonged and costly
10 litigation was in the best interests of the class. The overall \$700,000 recovery represents a
11 significant percentage of Defendant’s potential exposure. Given these risks, a total recovery
12 for the class of \$700,000, which will result in average award of about \$436 per class member,
13 is a significant result well within the range of reasonableness considering all potential
14 outcomes, and it will provide direct monetary awards to all Class Members in short order.

15 **SETTLEMENT ADMINISTRATION COSTS**

16 23. The settlement provides for a payment to Phoenix from the GSA for its services
17 as the Settlement Administrator. As set forth in the Declaration of Taylor Mitzner filed
18 herewith, Phoenix has performed and will continue to perform its required duties through final
19 distribution of the settlement funds, and incurred \$12,500.00 in fees and expenses.
20 Accordingly, Plaintiffs respectfully requests the Court approve payment of \$12,500 to
21 Phoenix from the GSA.

22 **PLAINTIFFS’ ENHANCEMENT AWARDS**

23 24. Pursuant to the terms of the settlement, Plaintiffs seek modest incentive awards
24 of \$10,000 each for their service in bringing these claims on behalf of the Class. These
25 requests are reasonable given the risks they undertook on behalf of the Class Members. By
26 contacting and retaining counsel to pursue these claims, Plaintiffs helped make this settlement
27 possible for the absent Class Members, while shouldering the risk of being liable for
28 Defendants’ litigation costs. Plaintiffs also exposed themselves to unwanted notoriety related

1 to filing a public lawsuit (discoverable even through a simple google search) for the benefit of
2 other employees, placing themselves at risk of discrimination by future prospective
3 employers. As set forth in more detail in their respective declarations filed at preliminary
4 approval, among taking many other actions assisting in the successful litigation of this case,
5 Plaintiffs provided substantial factual information and documents to my office, attended
6 numerous meetings/phone conferences with myself and my colleagues to discuss the case, and
7 kept abreast of all significant developments.

8 **ATTORNEY'S FEES AND COSTS**

9 25. Per the terms of the settlement, up to 33.33% of the gross amount is allocated to
10 payment of reasonable attorney's fees, or \$233,333.00. Here, the parties did not negotiate
11 the inclusion of attorney's fees until after extensive arms-length bargaining regarding
12 relief to the Class was completed. The requested fee and cost award was a product of
13 these arms-length negotiations and fairly reflects the marketplace value of the services
14 rendered by Class Counsel in this case for the reasons addressed herein.

15 26. Over the approximately two years Crosner Legal has represented Plaintiffs
16 with respect to this matter, our efforts included: (1) extensive pre-lawsuit investigation of
17 the claims of Plaintiffs and the putative class, including legal research, research into similar
18 claims and claims against other employers in the same industry, and attempts to locate and
19 contact other YHB employees; (2) drafting a PAGA notice letter; (3) drafting the initial
20 complaint and related documents; (4) case management, including communications with
21 defense counsel, meeting and conferring/preparing case management statements, etc.; (5)
22 drafting a first amended complaint; (6) propounding initial written discovery, (7) lengthy
23 discussions with defense counsel regarding settlement/mediation and informal discovery
24 needed for meaningful settlement discussions; (8) engaging in substantial informal discovery,
25 including propounding informal discovery "requests" and reviewing documents and other
26 information produced; (9) drafting a mediation brief and accompanying damages model after
27 review and analysis of Defendant's informal discovery production; (10) attending an all-day
28 mediation; (11) negotiating and drafting the settlement agreement and related documents; (12)

1 drafting an amended complaint to effectuate the settlement; (13) drafting the motion for
2 preliminary approval, and attending the hearing; (14) administration of the settlement,
3 including communications with the Settlement Administrator and settlement class members;
4 (15) drafting the motion for final approval and motion for attorney's fees, and attending the
5 final approval hearing; and (16) extensive communications with the Plaintiffs regarding case
6 status, case investigation and document review, mediation, and settlement terms. A true and
7 correct summary of Crosner Legal's work performed and time expended on this matter is
8 attached hereto as Exhibit 2. Additionally, we will incur additional time following final
9 approval to, inter alia, respond to class member inquiries, work with the Settlement
10 Administrator on the distribution of settlement funds, and on the compliance hearing.

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

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

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

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

- 26 a. *Party City Wage and Hour Cases*, JCCP4781 (class counsel for certified class of non-
27 exempt hourly employees who worked for Defendants in California)
- 28 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)

31. 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 (\$1.75M class and PAGA settlement on behalf of statewide group of hourly employees
2 who worked at Defendant's restaurants in California for alleged Labor Code violations)
3 t. *Saldana v. Hydrochem*, Contra Costa Superior Court Case No. CIVMSC19-02624
4 (\$1.38M class and PAGA settlement on behalf of statewide group of hourly employees
5 for alleged Labor Code violations).

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

- 8 u. *Lopez v. Seterus, et al.*, Los Angeles Superior Court Case No. BC484297 (\$3M Class
9 settlement on half of thousands of borrowers in California, Florida, and Texas for UCL
10 violations premised on improper late fee collections)
11 v. *McGill v. Citibank*, Riverside County Superior Court Case No. RIC 1109398 (in
12 landmark case that established the 'McGill rule' precluding the waiver of public
13 injunctive relief in pre-dispute arbitration agreements, negotiated confidential
14 settlement on behalf of consumer who sued for damages and class injunctive relief
15 stemming from marketing of credit protector plan)

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

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

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

8 36. Mr. Crosner currently is an executive board member of the Wage and Hour
9 Committee and the Legislative Committee for the California Employment Lawyers Association; a
10 member of the Grassroots Advocacy Team for the National Employment Lawyers Association;
11 Wage and Hour Committee member and Class Action Committee member for the National Trial
12 Lawyers; a member of the American Association for Justice; and a member of the Pound Civil Justice
13 Institute. He also was selected by Super Lawyers as a “Southern California Rising Star” for
14 employment and labor law for 2018-2020.

15 37. Jamie Serb is a partner with Crosner Legal and is head of the firm’s Wage & Hour
16 Department. She graduated from the University of California, San Diego in 2004 and graduated from
17 California Western School of Law in 2013, and has been a member of the California Bar since 2013.
18 She gained extensive experience in wage and hour litigation, beginning work as a class action
19 attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley
20 Law Firm, APLC). She has handled wage and hour class actions and PAGA lawsuits for eight years
21 and has assisted in obtaining millions of dollars for employees during her years of practice.

22 38. Branden Hamilton obtained her undergraduate degree from UCLA in 2004, and her
23 law degree from George Washington University in 2007. She has been affiliated with my firm since
24 2017 and became Of Counsel with Crosner Legal in 2019, and her practice focuses almost
25 exclusively on wage and hour class and representative actions. She has spent her entire career
26 representing plaintiffs in employment litigation, including several years as an associate at well-
27 known plaintiff’s firm Carlin & Buchsbaum.

28 39. Kiara Bramasco received her undergraduate degree, magna cum laude, from

1 Loyola Marymount University in Political Science, and then received her JD from Loyola Law
2 School in 2018. She then spent several years with well-known plaintiff's firm Moss Bollinger,
3 first as a law clerk and then as an associate, where her practice focused on employment law,
4 particularly wage and hour class action and PAGA litigation. She joined Crosner Legal in 2021.

5 40. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a
6 1995 graduate *cum laude* of the University of San Diego School of Law, where he was
7 selected to the Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation
8 associate with Ross Dixon & Bell, LLP (now Troutman Pepper LLP), in Orange County,
9 California, where his practice focused on complex business, employment, and insurance
10 coverage disputes. In 2003, he became associated with Dostart Clapp & Coveney, LLP, then
11 one of the premiere plaintiffs' wage and hour class action firms in California. In 2008, he
12 founded the Law Offices of J. Kirk Donnelly, APC and, in January 2019, also became Of
13 Counsel to Crosner Legal, P.C. Since 2003, his practice has focused on representing plaintiffs
14 in wage and hour and consumer law matters, including both class actions and individual
15 matters. He has served as class/lead counsel in over 50 wage and hour class and PAGA
16 actions.

17 41. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour
18 class action settlements while serving as lead class counsel in recent years, including but not
19 limited to a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail*
20 *North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and
21 hour class action settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No.
22 34- 2016-00190252 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action
23 settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249
24 (Ventura Cty. Super. Ct.)), a \$1.8 million wage and hour class action settlement in 2018
25 (*Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings
26 Cty. Super Ct.)), a \$1.3 million wage and hour class action settlement in 2019 (*Means, et al. v.*
27 *AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a \$1.5 million wage and hour
28 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 \$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.); and 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.).

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, Jamie K. Serb and Brandon Brouillette, \$750/hour, J. Kirk Donnelly, \$900/hr; Kiara Bramasco \$650/hour, and Branden Hamilton \$600/hour.

43. Plaintiffs request 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),

1 Jason Ehrlich of McCormack & Ehrlich LLP in San Francisco, with approximately 17 years of
2 experience \$750/hour (2017), and James Kawahito of Kawahito Law Group in Los Angeles, with
3 approximately 16 years of experience \$750/hour (2020).

4 44. The requested rates also comport with the adjusted Laffey Matrix, which provides
5 that reasonable hourly rates for attorneys with 10+ years of experience, such as myself and Mr
6 Crosner, is over \$800, and rates for attorneys with over 20 years of experience such as Mr.
7 Donnelly are nearly \$1,000/hour. The adjusted Laffey Matrix may be found at
8 <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article, “Billable Hours
9 Aren’t the Only Game in Town Anymore,” NATIONAL LAW JOURNAL, which set forth the
10 following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading firm
11 in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-hour
12 class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335,
13 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.36

14 45. After the analysis above, Crosner Legal’s lodestar is \$150,690, based on 193.2
15 attorney hours spent litigating this case through the filing of this motion. Further, we will almost
16 certainly spend additional time addressing providing supplemental briefing prior to the hearing,
17 addressing settlement administration matters, responding to class member questions, etc.

18 46. As noted, Crosner Legal has represented Plaintiffs for some three plus years with
19 respect to this matter and has expended a significant amount of time and resources in that
20 representation. The firm agreed to litigate this case on a purely contingent basis and in so doing
21 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the
22 case with these cases in general. Under all relevant factors (as outlined herein and in the
23 accompanying memorandum), Plaintiffs respectfully requests the Court award their counsel the
24 requested fees of \$233,333.33 based on the common fund theory with a corresponding lodestar
25 cross-check and no enhancement.

26 47. This case posed considerable contingent risk, for the reasons addressed above; if
27 there had been recovery then Crosner Legal would not have received any fees for the time invested
28 litigating the case. Throughout the pendency of this case, the firm has received no compensation or

reimbursement for its efforts representing Plaintiffs and the Class.

48. Crosner Legal assumes a great deal of contingent risk in every wage and hour class action it undertakes. Attorneys at my firm have been involved in a number of cases where plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with no return. For example, in a matter alleging misclassification on behalf of a putative class of assistant managers at major restaurant chain, after three years of exceptionally adversarial litigation and the investment of over 1,000 hours of attorney time and over \$100,000 in costs, the trial court denied plaintiffs' motion for class certification. In another misclassification case on behalf of assistant managers at large restaurant chain, the parties reached a settlement after three years of litigation, secured preliminary approval and completed the notice process to the settlement class, only to have the defendant file for bankruptcy a few days before the final approval hearing. Lastly, in a matter against a large regional bank seeking expense reimbursement on behalf of outside salespersons, after more than a year of combative litigation and shortly before plaintiff's class certification motion was due, the defendant was taken over by federal regulators. In each of these instances 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.

49. Class Counsel's litigation costs and expenses are capped at \$17,500 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	\$2,051.60
Mediation Fees	\$9,000.00
Expert Witness Fees	\$4,365.00
Postage/Overnight/Fax	\$77.86

PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$15,569.46

50. I therefore respectfully request the Court approve payment of \$15,569.46 in litigation costs and expenses to my firm.

51. For all the foregoing reasons, I respectfully request that the Court approve the settlement in all particulars.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 16th day of October 2024, at Los Angeles, California.



Declarant

EXHIBIT

1

EXHIBIT

2

De La Torre v. Unique Building Group, Inc.
Crosner Legal Time Report

Tasks	Zachary Crosner	Brandon Brouillette	Kiara Bramasco	Branden Hamilton	J. Kirk Donnelly
Pre-filing Case Investigation	9.2	0.0	3.2	5.2	0.0
Pleadings and Law and Motion	11.3	3.0	3.5	5.7	11.7
Discovery and Post-Filing Investigation	7.7	12.4	0.0	0.0	0.0
Court Appearances	0.0	2.0	0.0	0.0	0.0
Case Management; Litigation Strategy & Analysis	18.5	29.1	0.0	0.0	1.0
Mediation and Settlement	15.2	54.5	0.0	0.0	0.0
Total Hours	61.9	101.0	6.7	10.9	12.7
Hourly Rate	\$850	\$750	\$650	\$600	\$900
Lodestar	\$52,615	\$75,750	\$4,355	\$6,540	\$11,430

Total Hours: 193.2
Total Lodestar: \$150,690