

BRANDON BROUILLETTE (SBN 273156)
bbrouillette@crosnerlegal.com
ZACHARY M. CROSNER (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff KOANGWOO CHOI, as an
individual on behalf of himself and on behalf of all
others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

KOANGWOO CHOI, as an individual on
behalf of himself and on behalf of all others
similarly situated,

Plaintiff,

vs.

ALLFO ONE KOREA, LLC, a California
Limited Liability Company; ALL FO
ONE KOREA CO., LTD., a corporation;
and DOES 1-100, inclusive,

Defendants.

Case No.: 23CV412452

Assigned for All Purposes to:
Honorable Theodore C. Zayner
Department 19

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

Date: September 16, 2026
Time: 1:30 p.m.
Dept. 19

1 I, BRANDON BROUILLETTE, declare as follows:

2 1. I am an attorney duly licensed to practice in California and before this Court, and I
3 a partner with Crosner Legal, P.C., counsel of record for Plaintiff Koangwoo Choi in the above-
4 captioned matter. If called to testify as to the facts within, I would and could competently do so.

5 **FACTUAL BACKGROUND AND PROCEDURAL POSTURE**

6 2. On March 14, 2023, Plaintiff, on behalf of himself and all others similarly situated,
7 filed a class action complaint against Defendant for several alleged violations of the Labor Code
8 and IWC Wage Orders, and filed a first amended complaint on June 1, 2023. Plaintiff filed his
9 claims on behalf of a putative class of individuals who worked for Allfo as non-exempt employees
10 in California during the relevant time period. Defendant Allfo owns and operates Korean-cuisine
11 restaurants in the Bay Area. Plaintiff Choi worked for Allfo as a server at the company's 10
12 Butchers Korean BBQ and Bar restaurant in Sunnyvale for about 17 months during 2021-22.

13 3. Plaintiff alleged that Allfo failed to pay the class all wages due by failing to pay
14 employees for mandatory monthly meetings, and for failing to pay daily overtime when employees
15 worked over 8 hours per day. Plaintiff also alleged Allfo failed to provide all required meal and
16 rest breaks on a fully compliant basis, and that class members never received an extra hour of
17 premium pay in lieu of a missed or non-compliant meal or rest break. Based on these allegations,
18 Plaintiff's class action complaint asserted claims for damages for: (1) failure to pay all wages due,
19 including both minimum and overtime wages (2) failure to provide all required meal and rest
20 breaks or compensation in lieu thereof; (3) failure to provide accurate, itemized wage statements;
21 (4) failure to pay all wages due upon termination of employment; (5) unfair competition, and (6)
22 violation of PAGA.

23 4. Allfo has at all times denied Plaintiff's allegations and maintained its meal and rest
24 break and payroll policies and procedures comply with California law, and that it provided the
25 class members with required meal and rest breaks. Allfo also argued it accurately tracked and paid
26 for all hours worked by its employees, including overtime hours, at the correct hourly rates.
27 Additionally, Allfo strongly contends the case cannot be maintained as any kind of class or
28 representative action, arguing that to the extent class members missed meal and/or rest breaks,

1 that such breaks were non-compliant, it was intermittent and infrequent and evidence of such
2 missed breaks or off the clock work would be purely anecdotal, and therefore individualized issues
3 would predominate and trial would be unmanageable.

4 5. After Plaintiff filed his complaint, the Parties met and conferred on discovery,
5 potential law and motion, and other case management issues, and ultimately agreed to attempt
6 early mediation. The Parties then engaged in extensive informal discovery to facilitate an
7 exchange of information necessary to engage in a meaningful mediation. Consequently, Plaintiff's
8 counsel reviewed payroll records, personnel policies/handbooks, meal and rest break policies,
9 personnel files, and a random sampling paystubs and time records produced by Allfo for about
10 25% of the putative class. Defendant also provided documents reflecting its wage and hour
11 policies and practices during the class period, and data regarding the total number of current and
12 former employees, the estimated total amount of workweeks and pay periods they worked, and
13 average hourly pay rates, among other relevant data.

14 6. The Parties then engaged Steve Cerveris, Esq., a highly respected mediator with
15 extensive wage and hour class action experience and, in December 2023, participated in a full day
16 mediation with Mr. Cerveris. By the end of the day, the Parties were able to reach agreement on
17 all major issues.

18 **THE PROPOSED SETTLEMENT TERMS**

19 7. Under the settlement, Allfo will pay \$200,000.00 into a common fund, the Gross
20 Settlement Amount. Reasonable attorney's fees of up to 1/3 of the GSA, or \$66,666.66, litigation
21 costs of up to \$16,500, an enhancement award of up to \$10,000 to Plaintiff, settlement
22 administration costs of \$9,500, and \$12,000 for PAGA civil penalties, all will be paid from the
23 Gross Settlement Amount. The remainder of approximately \$85,333.34 is allocated pro rata
24 among the Participating Class Members based on the weeks worked during the Class Period. No
25 portion of the Gross Settlement Amount will revert to Allfo.

26 8. Class certification remains appropriate even though the Class ultimately turned
27 out to be substantially smaller than the amount estimated in both the Settlement Agreement
28 (at page 17, § 56), which pinned the class size at 222 for purposes of the escalator clause, and

1 the number estimate in the preliminary approval motion, or 250, which accounted for the time
2 between mediation and preliminary approval. After learning from the Settlement
3 Administrator that the final class list contained only 59 names, the Parties met and conferred
4 extensively to investigate the discrepancy, and ultimately determined the initial class list was
5 incomplete. I understand that Defense Counsel and Defendants looked into the matter
6 thoroughly and ultimately confirmed that the class consists of 142 individuals. As explained
7 in the accompanying Mitzner Declaration, the Parties undertook a second mailing of the
8 notice to ensure the entire class received notice of the proposed settlement.

9 9. As noted, Plaintiff estimates at least \$85,333.34 from the Gross Settlement Amount
10 will be distributed to the Participating Class Members. This is a cash settlement that does not
11 require Participating Class Members to submit a claim form to receive their settlement share.
12 Participating Class Members will receive their settlement checks automatically via First Class
13 U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining
14 eighty percent will be allocated to expenses, penalties and interest, which allocation is consistent
15 with Allfo's potential liability as discussed below. Allfo will pay all applicable employer-side
16 payroll taxes separately from the GSA. Subject to the Court's approval, any amounts not claimed
17 (because a class member does not cash their check) will be forwarded to the East Bay Community
18 Law Center as *cy pres* beneficiary.

19 10. Each Participating Class Member will receive a pro rata share of the Net Settlement
20 Amount based on their total weeks worked for Allfo as a non-exempt employee during the Class
21 Period. Thus, each Individual Settlement Payment will be calculated using formulaic criteria
22 equally applied to all Class Members in order to proportionately compensate them for the actual
23 value of their claims relative to fellow class members. Similarly, each Class Member's Individual
24 Settlement Payment will be calculated using criteria that would typically be used in determining
25 appropriate amounts of unpaid wages and damages in wage and hour litigation under applicable
26 law. These methods are intended to ensure each Class Member receives a portion of the available
27 settlement funds corresponding to the relative value of his or her potential claims. The proposed
28 allocation provides a reasonable way to compensate Class Members based on the amount of time

1 they worked for Allfo and the number of times they were not compensated properly or may have
2 been denied required breaks.

3 11. All Participating Class Members will be deemed to release Defendants from all
4 claims alleged in the operative complaint, or that could have been brought based on the facts
5 asserted in the operative complaint, including PAGA claims, during the applicable Class Period
6 and PAGA Period. The release is limited to the claims that were actually pleaded or could have
7 been pleaded based on the alleged facts in the complaint. Only Plaintiff Choi is providing a full
8 general release of claims and waiver of Civil Code section 1542.

9 12. As noted, the Parties allocated \$12,000 to payment of alleged civil penalties under
10 PAGA, and Plaintiff submits that amount is fair, reasonable and adequate, and consistent with
11 PAGA's underlying purposes. As required by Labor Code section 2699(l)(2), my office gave
12 notice of the settlement and the approval hearing to the LWDA via its online portal. A true and
13 correct copy of the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

14 **The Proposed Settlement Merits Final Approval as it Meets the Dunk Factors and is**
15 **within the Range of Reasonableness**

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

24 14. Using that data, Plaintiff ran various calculations under different theories of liability
25 and estimated Allfo's maximum exposure on the class claims at approximately \$1,555,885,
26 including about \$19,515 on the unpaid minimum wage claims, \$33,570 on the underpaid overtime
27 claim, \$202,700 on the meal break claims, about \$650,000 on the rest break claims, \$201,800 on
28 the wage statement claim, and \$448,300 on the waiting time penalty claim.

1 15. First, on the unpaid wage claims, Plaintiff alleged that Defendants failed to pay
2 employees for time attending required off the clock meetings that lasted 30-60 minutes on the
3 third Friday of every month. On the underpaid overtime claim, Plaintiff argued Defendants failed
4 to pay daily overtime when employees worked more than 8 hours per day in violation of California
5 law, instead only paying weekly overtime even though Labor Code section 510 and IWC Wage
6 Order No. 4 require employees to be paid overtime for shifts worked longer than 8 hours and
7 double time for shifts worked longer than 12 hours. Here, Plaintiff alleges Defendant only paid
8 employees overtime wages if they worked more than 40 hours in a week, as required by the FLSA
9 and California law. Per Plaintiff's expert, there were at least 3,774 daily overtime hours that were
10 not compensated at the required premium rate. In response to these claims, Allfo contended it
11 accurately tracked and paid for all employee hours worked, including meeting times, and noted its
12 payroll records demonstrated that it frequently paid overtime when employees worked over 8
13 hours per shift or over 40 hours per week.

14 16. Plaintiff also contended Defendants failed to provide all required meal and rest
15 breaks on a fully compliant basis. Here, Plaintiff claims Defendants systematically understaffed
16 their restaurants which resulted in employees routinely having their meal breaks missed, cut short,
17 interrupted, or taken late. As a result, employees would be interrupted during unpaid meal breaks
18 by patrons (such as when a server requests a bill) or by other employees who needed assistance
19 during a busy spell or had a question of another employee that was taking an unpaid break. Thus,
20 per Plaintiff, there were numerous "de facto" violations, many of which are reflected in
21 Defendants' time and pay records. Under California law, "[i]f time records show missed, short, or
22 delayed meal periods with no indication of proper compensation, then a rebuttable presumption
23 [of meal period violations] arises" against the employer, including at the summary judgment stage.
24 Per Plaintiff's experts, the time records reviewed suggest around 36.3% of shifts eligible for a
25 meal period reflect a unique violation, including missed, untimely, and short meal periods.
26 Plaintiff further alleges the same issues plagued unpaid rest breaks, and that breaks either were
27 not provided, cut short, or interrupted by work.

28 17. Defendant denies Plaintiff's contentions, claiming it made meal and rest breaks

1 available to Class Members in compliance with California law. Defendant contends its meal and
2 rest break policies are lawful and that Class Members were frequently reminded they were
3 required to take all meal and rest breaks, and that they in fact took all required breaks. Finally,
4 Defendant argues that Plaintiff's meal and rest break claims are not susceptible to common proof,
5 as the claims would require individualized inquiry, including whether there was an unlawful
6 companywide policy, whether employees had the opportunity to take meal and rest periods,
7 whether they voluntarily chose to forego their meal and rest periods, and whether Defendant ever
8 prevented them from taking meal and rest periods. Accordingly, Defendant contends these claims
9 are vulnerable to a ruling that class treatment is not appropriate.

10 18. Plaintiff also alleged derivatively that, as a result of the above alleged violations,
11 Defendant failed to provide accurate wage statements and failed to timely pay all wages that were
12 due and owing upon separation of employment. Thus, should the primary claims fail, Plaintiff's
13 derivative claims would also fail. Defendant also contends it would not be liable for waiting time
14 penalties because a "good faith dispute" exists over the payment of past wages. Further, Defendant
15 contends Plaintiff would have to prove that Defendant "willfully" failed to pay Class Members
16 appropriate wages due upon separation of employment. Defendant contends that any failure to
17 pay wages upon separation was not willful.

18 19. As far as potential PAGA liability, the PAGA Members theoretically are entitled
19 to penalties totaling upwards of \$786,000 should Plaintiff prevail on all claims and establish
20 violations of the multiple Labor Code sections at issue. As with the class claims, Plaintiff
21 discounted the potential PAGA penalties since the Court possesses wide discretion to reduce such
22 penalties, or to decline to award penalties at all. Accordingly, the Parties allocated \$20,000 to
23 PAGA penalties, which amount Plaintiff submits is reasonable under the circumstances and in
24 line with comparable settlements in other wage and hour class actions in California. Additionally,
25 the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be
26 able to weigh in as necessary.

27 20. The settlement obviates the significant risk that this Court may find any kind of
28 class resolution unachievable or might deny certification of all or some of Plaintiff's claims.

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

21. Plaintiff and I discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. We concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall \$200,000 recovery represents a significant percentage of Defendants’ potential exposure and, given the risks addressed above, a total recovery for the class of \$200,000, which will result in average award of some \$600 per class member, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

PLAINTIFF’S ENHANCEMENT AWARD

22. Under the terms of the settlement, Plaintiff seeks a modest incentive award of \$10,000 for his service in bringing these claims on behalf of the Class. The request is reasonable given the risks he undertook on behalf of the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendant’s litigation costs. Plaintiff also exposed himself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing himself at risk of discrimination by future prospective employers. As set forth in more detail in his declaration submitted with the preliminary approval motion, among taking many other actions assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and

1 kept abreast of all significant developments. Accordingly, the requested enhancement payments
2 to Plaintiff is appropriate and justified as part of the settlement.

3 **SETTLEMENT ADMINISTRATION COSTS**

4 23. The settlement provides for a payment to Phoenix for its services as the Settlement
5 Administrator. As set forth in the Declaration of Taylor Mitzner, Phoenix has performed and will
6 continue to perform its required duties through final distribution of the settlement funds and
7 incurred \$9,500 in fees and expenses, with extra fees incurred due to the need for the second
8 mailing. Accordingly, Plaintiff respectfully requests the Court approve payment of \$9,500 to
9 Phoenix from the GSA.

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

11 24. Per the terms of the settlement, up to 1/3 of the GSA is allocated to payment of
12 reasonable attorney's fees, or \$66,666.66 (after application of the escalator clause to the
13 GSA). Here, the parties did not negotiate the inclusion of attorney's fees until after extensive
14 arms-length bargaining regarding relief to the Class was completed. The requested fee and
15 cost award was a product of these arms-length negotiations and fairly reflects the marketplace
16 value of the services rendered by Class Counsel in this case for the reasons addressed herein.

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

1 the settlement agreement and related documents; (10) drafting the motion for preliminary approval
2 and attending the hearing thereon; (11) administration of the settlement, including addressing
3 application of the escalator clause, communications with the Settlement Administrator and
4 settlement class members; (12) drafting the motion for final approval and motion for attorney's
5 fees, and attending the final approval hearing; and (13) extensive communications with the
6 Plaintiff regarding case status, case investigation and document review, mediation, and settlement
7 terms. Attached hereto as Exhibit 2 is a true and correct summary of Crosner Legal's work
8 performed and time expended on this matter to date.

9 Additionally, we will incur additional time to attend the final approval hearing and following final
10 approval to, inter alia, respond to class member inquiries, work with the Settlement Administrator
11 on the distribution of settlement funds, and on the compliance hearing.

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

15 27. 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 Team
17 at Capstone Law APC, which I originally joined as an associate attorney in May 2016.

18 28 Since being admitted to the California State Bar in 2010, my entire legal career has
19 been dedicated to protecting employee and consumer rights through the prosecution of class action
20 and representative actions filed on behalf of plaintiffs in class actions and statewide representative
21 actions. Throughout my career I have managed or co-managed more than 100 class action and
22 PAGA representative cases, from initial filing of the complaint through final resolution.

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

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

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

1 misclassified as independent contractors)

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

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

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

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

14 f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C 15-
15 02051 (\$11 million global PAGA settlement on behalf of over 36,000 employees for
16 Labor Code violations.)

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

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

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

26 j. *Amaro v. Anaheim Arena Management*, Orange County Superior Court Case No. 30-
27 2017-00917542 (\$2,212,500 class and PAGA settlement on behalf of group of hourly
28 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

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

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

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

10 v. *McGill v. Citibank*, Riverside County Superior Court Case No. RIC 1109398 (in
11 landmark case that established the 'McGill rule' precluding the waiver of public
12 injunctive relief in pre-dispute arbitration agreements, negotiated confidential
13 settlement on behalf of consumer who sued for damages and class injunctive relief
14 stemming from marketing of credit protector plan)

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

18 33. Zach Crosner is a 2010 graduate of University San Diego School of Law, and has some
19 15+ years of experience as a practicing attorney, all of which have focused on litigation of employment,
20 labor law, consumer, and class action claims. Following graduation, he immediately began working for a
21 nationally recognized plaintiff's complex litigation firm, CaseyGerry, where I had the fortune of working
22 directly with past presidents of the consumer attorneys and recipients of trial attorneys of the year awards.
23 He also worked for former CAALA and CLAY trial attorney of the year recipient, attorney Conal Doyle,
24 as his sole associate attorney. During his tenure at these firms, he focused on advocating for the rights of
25 consumers and employees in class action litigation, civil rights and employment litigation, catastrophic
26 injuries, insurance bad faith and appellate litigation.

27 34. In 2013, Mr. Crosner founded the law firm of Crosner Legal, P.C. which since its inception
28 has focused almost exclusively on wage and hour class actions and other labor and employment law cases

1 representing plaintiffs. Currently, over ninety percent (90%) of his practice is dedicated exclusively to the
2 prosecution of wage and hour class actions, and Crosner Legal is currently responsible as lead counsel or
3 co-lead counsel for prosecuting well over fifty (50) wage and hour class actions and/or PAGA
4 representative actions in both federal and state courts throughout California.

5 35. Mr. Crosner currently is an executive board member of the Wage and Hour Committee
6 and the Legislative Committee for the California Employment Lawyers Association; a member of the
7 Grassroots Advocacy Team for the National Employment Lawyers Association; Wage and Hour
8 Committee member and Class Action Committee member for the National Trial Lawyers; a member of
9 the American Association for Justice; and member of the Pound Civil Justice Institute. He was selected for
10 2018-20 by Super Lawyers as a “Southern California Rising Star” for employment and labor law.

11 36. Kiara Bramasco received her undergraduate degree, magna cum laude, from Loyola
12 Marymount University in Political Science, and then received her JD from Loyola Law School in
13 2018. She then spent several years with well-known plaintiff’s firm Moss Bollinger, first as a law
14 clerk and then as an associate, where her practice focused on employment law, particularly wage
15 and hour class action and PAGA litigation. She joined Crosner Legal in 2021.

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

22 38. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
23 action settlements while serving as lead class counsel in recent years, including but not limited to
24 a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
25 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
26 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
27 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
28 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)),

1 a \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises,*
2 *Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage
3 and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-
4 2160 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v.*
5 *Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15
6 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case
7 No. 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in
8 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara
9 Cty. Super Ct.); a \$2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al.*
10 *v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million
11 dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*,
12 Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class
13 action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty.
14 Super. Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v.*
15 *FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38
16 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*,
17 Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action
18 settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino
19 Cty. Super. Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo*
20 *Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million
21 wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*,
22 Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action
23 settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super.
24 Court); a \$1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case
25 No. 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class
26 settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super.
27 Ct); a \$1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature*
28 *Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage

1 and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No.
2 CIVSB2229072 (San Bernardino Cty. Super Ct.); a \$1 million wage and hour class action
3 settlement in 2025 in *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior
4 Ct); a \$1.2 million PAGA-only settlement in 2025 in *Denault v. Lewis Management Corp.*, Case
5 No. CIVSB2107487 (San Bernardino Cty. Super. Ct.); a \$3.9 million wage and hour class action
6 settlement in 2025 in *Bolanos et al. v. Newport Fab*, Case No. 30-2022-01280696-CU-OE-CXC
7 (Orange Cty. Super. Ct.); and a \$5,093,537.50 wage and hour class action settlement in 2025 in
8 *Deaver, et al. v Blue Diamond Growers*, Case No. 34-2022-00316490-CU-OE-GDS (Sacramento
9 Cty. Super. Ct.). a \$5,600,000 wage and hour class action settlement in 2025 in *Goodwin et al. v*
10 *Save Mart*, Case No. STK-CV-UOE-2023-0002062 (San Joaquin Cty. Super. Ct.); a \$1,300,000
11 wage and hour class action settlement in 2025 in *Perez v Qantas Airways Ltd*, Case No.
12 23STCV18974 (Los Angeles Cty. Super. Ct.); a \$1,650,000 wage and hour class action settlement
13 in 2025 in *Williams et al v. Bluetriton Brands* Case No. CIVSB2325920 (San Bernardino Cty.
14 Super. Ct.); a \$2,038,000 PAGA settlement in 2026 in *Zermeno, et al. v Remington Lodging, et*
15 *al.*, Case No. RG20069869 (Alameda Cty. Super. Ct.); and a \$1,500,000 wage and hour class
16 action settlement in 2026 in *Ngo, et al. v Lazer Spot, Inc.*, Case No. CIVSB2228377 (San
17 Bernardino Cty. Super. Ct.).

18 39. Based upon the qualifications and experience set forth above, the following hourly
19 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M.
20 Crosner \$850/hour, Brandon Brouillette, \$825/hour, Branden Hamilton and Kiara Bramasco
21 \$650/hour.

22 40. Plaintiff requests the Court apply the above hourly billing rates in this case, as these
23 rates are reasonable in the California legal market for attorneys handling wage and hour class
24 actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side wage
25 and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for partner-level
26 attorneys with experience comparable to mine and to that of my colleagues. These rates have
27 range from \$650 to \$850 per hour for calendar years 2017-2021. Some examples include attorney
28 Matthew Matern of Matern Law Group in Los Angeles, with approximately 26 years of experience

1 \$850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with approximately 25 years of
2 experience \$850/hour (2021), Michael Malk of Malk APC in Los Angeles, with approximately 16
3 years of experience \$650/hour (2018), Michael Singer and Isam Khoury of Cohelan Khoury &
4 Singer in San Diego, 35 years and 45 years of experience respectively, both \$825/hour (2018),
5 Jason Ehrlich of McCormack & Ehrlich LLP in San Francisco, with approximately 17 years of
6 experience \$750/hour (2017), and James Kawahito of Kawahito Law Group in Los Angeles, with
7 approximately 16 years of experience \$750/hour (2020).

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

17 42. After the analysis above, Crosner Legal’s lodestar is \$86,180, based on 108.0
18 attorney hours spent litigating this case through the filing of this motion. Further, we will almost
19 certainly spend additional time addressing distribution of the funds, the compliance hearing,
20 responding to class member questions, etc.

21 43. As noted, Crosner Legal has represented Plaintiff for some two years with respect
22 to this matter and has expended a significant amount of time and resources in that representation.
23 The firm agreed to litigate this case on a purely contingent basis and in so doing assumed
24 considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with
25 these cases in general. Under all relevant factors (as outlined herein and in the accompanying
26 memorandum), Plaintiff respectfully requests the Court award her counsel the requested fees of
27 \$66,666.66 based on the common fund theory with a corresponding lodestar cross-check with no
28 lodestar enhancement.

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

45. 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 of behalf of outside salespersons, after more than a year of combative litigation and shortly before plaintiff's class certification motion was due, the defendant was taken over by federal regulators. In each of these instances 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.

46. Class Counsel's litigation costs and expenses are capped at \$16,500 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	\$4,115.35
Mediation Fees	\$7,500.00
Expert Witness Fees	\$4,920.00
Postage/Overnight/Fax	\$119.60
PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)

Total Costs and Expenses	\$16,729.95
---------------------------------	--------------------

47. I therefore respectfully request the Court approve payment of \$16,500.00 in litigation costs and expenses to my Crosner Legal, consistent with the cap imposed under the Settlement Agreement.

48. 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 20th day of August 2026, at Los Angeles, California.


 Declarant

Exhibit 1

Exhibit 2

Koangwoo Choi v. Allfo One Korea, LLC
(Santa Clara County Superior Court Case No. 23CV412452)

Crosner Legal Time Report

Tasks	Zachary Crosner	Branden Hamilton	Brandon Brouillette	Kiara Bramasco
Pre-filing Case Investigation	3.3	6.7	0.0	4.1
Pleadings and Law and Motion	3.7	5.4	0.0	3.1
Discovery and Post-Filing Investigation	1.4	0.0	5.6	0.0
Court Appearances	0.0	0.0	.5	0.0
Case Management; Litigation Strategy & Analysis	5.2	0.0	10.6	0.0
Mediation and Settlement	4.7	0.0	53.7	0.0
Total Hours	18.3	12.1	70.4	7.2
Hourly Rate	\$850	\$650	\$825	\$650
Lodestar	\$15,555.00	\$7,865.00	\$58,080.00	\$4,680.00

Total Hours: 108.00
Total Lodestar: \$86,180.00