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10 Attorneys for Plaintiff WILLIAM WATSON

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF ORANGE**
14

15 WILLIAM WATSON, as an individual on
16 behalf of himself and on behalf of all others
17 similarly situated,

18 Plaintiff,

19 vs.

20 NOTARIZE, INC. a Delaware corporation;
21 and DOES 1-100, inclusive,

22 Defendants.
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Case No.: 30-2023-01310277-CU-OE-CXC

Assigned for All Purposes to:
Honorable Melissa R. McCormick
Department CX105

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

Date: September 11, 2024

Time: 2:00 p.m.

Dept.: CX105

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1. I am an attorney duly licensed to practice in California and before this Court, and I am a partner with Crosner Legal, PC, counsel of record for plaintiff William Watson. I make this declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement and Request for Attorney's Fees and Costs. If called to testify as to the within facts, I would and could competently do so.

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2. Defendant is an on-demand remote electronic notary service that allows anyone to legally notarize a document online. Plaintiff Watson worked for Defendant as an “Account Executive” for about a year, from October 2021 to September 2022. Defendant classified Plaintiff’s position as a full-time, exempt sales position and paid him a base salary of \$70,000 per year, plus commissions on guaranteed bookings. Plaintiff’s position, as well as the positions of the other class members, was remote as they all reside and work remotely in California even though Defendant’s headquarters are in Boston.

3. On March 3, 2023, Plaintiff filed a class action complaint against Notarize alleging causes of action for: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition. On August 25, 2023, Plaintiff filed a First Amended Complaint containing the same causes of action as the original Complaint and adding an additional claim for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code sections 2698, *et seq.*

4. Plaintiff alleges Defendant failed to pay all wages due to the class members, exempt and non-exempt employees alike, primarily because it failed to pay employees for all hours worked. As to employees classified as exempt, like Plaintiff, Plaintiff claims that Defendant misclassified under one or more non-applicable exemptions. For example, Plaintiff contends their

1 job duties and compensation scheme do not satisfy the elements of any overtime exemption
2 available under California law, particularly the outside sales exemption and the
3 inside/commissioned sales exemption. As a result, Plaintiff alleges Notarize failed to pay for
4 overtime, and further failed to provide all required meal and rest breaks to its employees located in
5 California. Plaintiff further contends Notarize did not properly reimburse class members for costs
6 associated with working from home, such as internet and telephone, regardless of their status as an
7 exempt or non-exempt employee.

8 5. Notarize has at all times denied Plaintiff's allegations and maintained its payroll
9 policies, exemption classifications, and meal and break policies comply with California law,
10 regardless of whether employees are classified as exempt or non-exempt, and that it paid its
11 employees all overtime wages, provided them with compliant meal and rest breaks, and covered
12 reasonable and necessary expenses. Additionally, Notarize strongly contends the case cannot be
13 maintained as any kind of class or representative action, arguing for example that determining
14 whether employees worked off the clock more than eight hours a day, or 40 hours per week, or
15 whether employees voluntarily skipped their meal and rest breaks, would require individualized
16 issues to resolve and thus class treatment would be inappropriate.

17 6. After Plaintiff filed his complaint, the Parties engaged in substantial meet and
18 confer discussions regarding discovery, potential law and motion, and other case management
19 issues, and ultimately agreed to attempt early mediation, and further agreed to explore settlement
20 on a class action basis. Thereafter, the Parties engaged in additional informal discovery to
21 facilitate an exchange of information necessary to engage in a meaningful mediation.

22 7. The Parties then engaged Steve Mehta, Esq., a highly respected mediator with
23 extensive wage and hour class action experience and, on November 7, 2023, participated in a
24 mediation with Mr. Mehta and reached agreement on all major issues to resolve the matter.

25 **THE PROPOSED SETTLEMENT TERMS**

26 8. Under the settlement and after application of the Settlement Agreement's Escalator
27 Clause Notarize will pay \$234,208.33 into a common fund, the Gross Settlement Amount
28 ("GSA"). Reasonable attorney's fees of up to one-third of the escalated GSA, or \$78,069.44,

1 actual litigation costs of up to \$15,000 (only \$12,151.30 is requested), a modest enhancement
2 award of up to \$10,000 for plaintiff, settlement administration costs of \$5,000, and \$20,000 for
3 alleged civil penalties under PAGA, all will be paid from the GSA. The remainder of
4 approximately \$108,987 will be allocated among the Participating Class Members based on their
5 total weeks worked during the Class Period. No portion of the GSA will revert to Notarize.

6 9. As noted, after application of the escalator clause the settlement obligates Notarize
7 to pay \$234,208.33 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs.
8 At least \$108,987 from the GSA will be distributed to the Participating Class Members. This is a
9 cash settlement that does not require Participating Class Members to submit a claim form to
10 receive their settlement share. Participating Class Members will receive their settlement checks
11 automatically via First Class U.S. Mail. Twenty percent of each settlement share will be allocated
12 to wages and the remaining eighty percent will be allocated to expenses, penalties and interest.
13 Notarize will pay any and all applicable employer-side payroll taxes separately and in addition to
14 the GSA. Subject to the Court's approval, any amounts not claimed (because a class member does
15 not cash his or her settlement check) will be forwarded to the California State Controller's
16 Unclaimed Property Fund.

17 10. Each Participating Class Member will receive a share of the Net Settlement
18 Amount based on his or her position held and total weeks worked for Notarize during the Class
19 Period while employed by Defendant as either a non-exempt or exempt employee. Thus, each
20 Class Member's Individual Settlement Payment will be calculated using criteria typically used in
21 determining appropriate amounts of alleged unpaid wages, unpaid premium wages for missed
22 meal breaks, unreimbursed expenses, and potential statutory penalties under applicable law. These
23 methods are intended to ensure each Class Member receives a portion of the available settlement
24 funds corresponding to the relative value of his or her potential claims. The proposed allocation
25 provides a reasonable way to compensate Class Members based on the amount of time they
26 worked for Notarize, and the number of instances they lost overtime pay due to the alleged off the
27 clock work, or missed a break or were not provided compensation in lieu of such missed breaks.

28 11. All Participating Class Members will be deemed to release Notarize from all class

1 claims alleged in the operative complaint, or that could have been brought based on the allegations
2 in the operative complaint from March 3, 2019 through April 22, 2025, and will release PAGA
3 claims alleged in the operative complaint, or that could have been brought based on the allegations
4 in the operative complaint from March 3, 2022 through April 22, 2025. The releases are limited to
5 the claims that were actually pleaded or could have been pleaded based on the alleged facts in the
6 operative complaint.

7 12. The Parties allocated \$20,000 to payment of civil penalties under PAGA for such
8 claims against Notarize, and Plaintiff submits that amount is fair, reasonable and adequate, and
9 consistent with PAGA's underlying purposes. Under PAGA, \$15,000 of this amount will be
10 paid to the LWDA as the state's share of the civil penalties, and the remainder of \$5,000 will
11 be distributed to the 57 Aggrieved Employees eligible to receive a PAGA payment. As
12 required by Labor Code section 2699(1)(2), my office notified the LWDA of the settlement and the
13 final approval hearing via its online portal and as reflected on the attached proof of service.
14 Attached hereto as Exhibit 1 is the LWDA's confirmation of receipt.

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

23 14. Using that data, Plaintiff ran various calculations and estimated Notarize's likely
24 maximum exposure on the class claims at approximately \$1,094,900 including \$415,450 on the
25 unpaid wage claims, \$185,100 on the meal break claims, \$185,100 on the rest break claims,
26 \$49,450 on the expense reimbursement claim, \$29,400 on the wage statement claims, and
27 \$230,400 on the waiting time penalty claims.

1 15. First, on the unpaid wage claims, Plaintiff alleged Notarize failed to pay employees
2 for all hours worked, as a result of requiring employees to work off the clock beyond their scheduled
3 work hours and/or by failing to give employees credit for all hours worked as a result of wrongfully
4 misclassifying class members as exempt employees.

5 16. If Plaintiff and all class members were not paid for all hours worked, as Plaintiff
6 contends, they then were entitled to overtime pay for any hours worked in excess of eight hours a day
7 or forty hours per week. Plaintiff contends he typically worked over 40 hours per week, including
8 attending zoom meetings that began before his typical shift start time of 9 am, and further attending to
9 administrative paperwork after his shift ended at 5 pm. Thus, per Plaintiff, he lost on average 2-3 hours
10 of work per week that should have been paid at an overtime rate. He further claims Notarize did not
11 maintain compliant written break policies and, as a result, he and other class members likewise
12 frequently missed breaks, had meal periods lasting less than 30 minutes or that started late, and he never
13 received any premium wages for those violations.

14 17. Defendant denies Plaintiff's contentions, claiming that it maintains a policy that
15 precludes employees from working off the clock, and that it maintains legally compliant meal and
16 rest break practices. Moreover, Defendant claims it properly classified Plaintiff and the class
17 members as exempt and would prevail on that affirmative defense, and that it otherwise paid all
18 wages due under applicable law. Notarize also argued that the exemption issue was not
19 appropriate for class treatment as determining the amount of time each class member spent on
20 outside sales duties would entail innumerable individualized inquiries. Further, Notarize
21 contended that Plaintiff's treatment as an exempt employee was moot, since he was provided meal
22 and rest break pursuant to the same policies that applied to non-exempt employees, and that, in
23 fact, Plaintiff and class members routinely took their breaks. It further argued that Plaintiff's meal
24 and rest break claims are not susceptible to common proof, as the claims would require
25 individualized inquiry, including whether there was an unlawful companywide policy, whether
26 employees had the opportunity to take meal and rest periods, whether they voluntarily chose to
27 forego their meal and rest periods, and whether Defendant ever prevented them from taking meal
28 and rest periods. Accordingly, Defendant contends these claims are vulnerable to a ruling that

1 class treatment is not appropriate. Defendant also emphasized many putative class members
2 signed severance agreements upon separation of employment and, accordingly, would be unable
3 to participate in the case.

4 18. On the expense reimbursement claim, Plaintiff alleges that throughout his
5 employment, he and the class members were required to use their personal home offices, internet
6 and phone for work purposes. Per Plaintiff, however, Defendant did not fully reimburse class
7 members for these expenses. On the other hand, Defendant argued it either supplied employees
8 with necessary technology and connectivity, or provided any reimbursement needed.

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

17 20. As far as potential PAGA liability, the alleged claims theoretically could result in
18 civil penalties totaling about \$500,000 should Plaintiff prevail on all claims and establish
19 violations of the multiple Labor Code sections at issue, and recover the maximum penalties. As
20 with the class claims, Plaintiff discounted the potential PAGA penalties based on Notarize's
21 various defenses on the merits and also accounted for the Court's 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, and Plaintiff submits this amount 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 21. The settlement obviates the significant risk that this Court may find any kind of
28 class or representative resolution unachievable or deny certification of all or some of Plaintiff's

1 claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued
2 litigation would be lengthy and expensive as the parties pursued merits discovery, a probable
3 motion to decertify, as well as trial and possible appeals, and would substantially delay any
4 recovery by the class with no assurance of recovering significantly more than the proposed
5 settlement. While Plaintiff is confident in the merits of these claims, legitimate controversies exist
6 regarding each one of them. Plaintiff also recognizes proving the amount of wages, expenses, and
7 penalties due each Class Member would be an expensive, time-consuming, and uncertain
8 proposition.

9 22. Plaintiff and his counsel discounted the value of the class claims consistent with the
10 risks discussed above, evaluated Defendant's exemption, waiver/release, and other affirmative
11 defenses, and carefully weighed the likelihood of the class receiving substantially greater benefit if
12 the litigation continued. Plaintiff and counsel concluded – in light of these very real and
13 substantial risks – settlement on the proposed terms and without prolonged and costly litigation
14 was in the best interests of the class. The overall \$234,208.33 (escalated from \$182,500) recovery
15 represents a significant percentage of Defendant's potential exposure. Given these risks, a total
16 recovery for the class of \$234,208.33, which will result in average award of \$1,434 per class
17 member, is a significant result well within the range of reasonableness considering all potential
18 outcomes, and it will provide direct monetary awards to all Class Members in short order.

19 **PLAINTIFF'S ENHANCEMENT AWARD**

20 23. Pursuant to the terms of the settlement, Plaintiff seeks a modest incentive award of
21 \$10,000 for his service in bringing these claims on behalf of the Class. The request is reasonable
22 given the risks he undertook on behalf of the Class Members. By contacting and retaining counsel
23 to pursue these claims, Plaintiff helped make this settlement possible for the absent Class
24 Members, while shouldering the risk of being liable for Notarize's litigation costs. Plaintiff also
25 exposed himself to unwanted notoriety related to filing a public lawsuit (discoverable even
26 through a simple google search) for the benefit of other employees, assuming a risk of
27 discrimination by future prospective employers. As set forth in more detail in his declaration
28 submitted at preliminary approval, among taking many other actions assisting in the successful

1 litigation of this case, Plaintiff provided substantial factual information and documents to counsel,
2 attended numerous meetings/phone conferences with counsel to discuss the case, responded to
3 discovery, and kept abreast of all significant developments. Accordingly, the requested
4 enhancement payment to Plaintiff is appropriate and justified as part of the settlement.

5 **SETTLEMENT ADMINISTRATION COSTS**

6 24. The settlement provides for a payment to Phoenix for its services as the Settlement
7 Administrator. As set forth in the Declaration of Mayra Gonzalez, Phoenix has performed and will
8 continue to perform its required duties through final distribution of the settlement funds, and
9 incurred \$5,000.00 in fees and expenses. Accordingly, Plaintiff respectfully requests the Court
10 approve payment of \$5,000 to Phoenix from the GSA.

11 **ATTORNEY'S FEES AND COSTS**

12 25. Per the terms of the settlement, up to 1/3 of the gross settlement amount is
13 allocated to payment of reasonable attorney's fees, or \$78,069.44, and the Class Members were
14 informed in the Notice that counsel would request 1/3 of the escalated GSA as attorney's fees.
15 Here, the parties did not negotiate the inclusion of attorney's fees until after extensive arms-
16 length bargaining regarding relief to the Class was completed. The requested fee and cost
17 award was a product of these arms-length negotiations and fairly reflects the marketplace
18 value of the services rendered by Class Counsel in this case for the reasons addressed herein.

19 26. Over the course of this litigation, Crosner Legal's efforts included: (1) extensive
20 pre-lawsuit investigation of the claims of Plaintiffs and the putative class, including legal research,
21 research into similar claims and claims against other employers in the same industry, and attempts
22 to locate and contact other Notarize employees; (2) drafting a PAGA notice letter; (3) drafting the
23 initial complaint and related documents; (4) case management, including communications with
24 defense counsel, meeting and conferring/preparing case management statements, etc.; (5) drafting
25 a first amended complaint; (6) propounding/responding to written discovery, (7) lengthy
26 discussions with defense counsel regarding settlement/mediation and informal discovery needed
27 for meaningful settlement discussions; (8) engaging in substantial informal discovery, including
28 propounding informal discovery "requests" and reviewing documents and other information

1 produced; (9) drafting a mediation brief and accompanying damages model after review and
2 analysis of Notarize's informal discovery production; (10) attending an all-day mediation;
3 (11) negotiating and drafting the settlement agreement and related documents; (12) drafting the
4 motion for preliminary approval, and attending the hearing; (13) administration of the settlement,
5 including communications with the Settlement Administrator and settlement class members;
6 (14) drafting the motion for final approval and motion for attorney's fees, and attending the final
7 approval hearing; and (15) extensive communications with the Plaintiffs regarding case status,
8 case investigation and document review, mediation, and settlement terms. A true and correct copy
9 of Cronser Legal's tasks performed and time expended is attached hereto as Exhibit 2.
10 Additionally, Class Counsel will incur additional time following final approval to, inter alia,
11 respond to class member inquiries, work with the Settlement Administrator on the distribution of
12 settlement funds, and on the compliance hearing.

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

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

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

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

- 1 employees who worked at Honda center in Anaheim California for alleged Labor Code
2 violations)
- 3 k. *Espindola v. Panda Express*, San Bernardino Superior Court Case No. CIVDS1931455
4 (\$3.125M class and PAGA settlement on behalf of hourly employees statewide for
5 alleged Labor Code violations)
- 6 l. *Gold v. Benihana*, San Diego Court Superior Court Case No. 37-2016-00022320-CU-
7 OE-NC (\$2.25M class and PAGA settlement on behalf of hourly employees statewide
8 for alleged Labor Code violations)
- 9 m. *Party City Wage and Hour Cases*, JCCP4781 (\$6.5M class and PAGA settlement on
10 behalf of hourly employees statewide for alleged Labor Code violations)
- 11 n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No.
12 BC501521 (\$10.5M class and PAGA settlement on behalf of a statewide group of
13 independent contractor last-mile delivery drivers alleged to be misclassified)
- 14 o. *Flores v. Tesla*, Alameda County Superior Court Case No. RG18907072 (\$4M class
15 and PAGA settlement on behalf of statewide group of hourly employees for alleged
16 Labor Code violations)
- 17 p. *Ruiz v. Disney Stores*, San Bernardino Superior Court Case No. CIVDS2016983 (\$2M
18 class and PAGA settlement on behalf of statewide group of hourly employees who
19 worked at retail stores in California for alleged Labor Code violations)
- 20 q. *Ramirez v. Yin Management*, Sacramento County Superior Court Case No. 34-2021-
21 00301530 (\$1.8M class and PAGA settlement on behalf of statewide group of hourly
22 employees who worked at Defendant's McDonald's franchises in California for alleged
23 Labor Code violations).
- 24 r. *Suhartono v. RRG Besh*, Los Angeles County Superior Court Case No. 19STCV22184
25 (\$2.25 class and PAGA settlement on behalf of statewide group of hourly employees
26 who worked at Defendant's McDonald's franchises in California for alleged Labor
27 Code violations).
- 28 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
17 year 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. Samantha A. Smith is a former Partner of Crosner Legal P.C. where her practice
20 focused on managing wage and hour class action and PAGA settlements. Ms. Smith was admitted
21 to the California Bar in December of 2004, and received a J.D. from University of California,
22 Hastings College of the Law and a B.A. from University of California, Davis. Ms. Smith has
23 dedicated her 20-year career to plaintiffs'-side class action litigation. Her wealth of experience
24 includes successful work on all stages of class action litigation, including class action appeals,
25 class certification motions, and class settlements. See, e.g., *Blue Diamond Growers Product*
26 *Labeling Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false advertising of Blue
27 Diamond food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050 (Santa Clara Superior
28 Court) (employee data breach); *Overton v. Armoyn-Eckrich Meats, LLC*, Case No.

1 CIVDS1501325 (San Bernardino County Superior Court) (unpaid wages, meal period and rest
2 break claims, and PAGA violations for nonexempt employees); *DeLeon et al. v. Westlake*
3 *Services, LLC*, Case No. BC 526750 (Los Angeles County Superior Court) (unpaid overtime, meal
4 period and rest break claims for call center employees); *Sawyer v. Retail Data, LLC*, Case No. 30-
5 2014-00753767-CU-OE-CXC (Orange County Superior Court) (unpaid wage and rest break
6 claims for piece rate workers); *Nguyen v. Pharmerica Corporation et al.*, Case No. 30-2014-
7 00716072-CU-OE-CXC (Orange County Superior Court) (unpaid wages and unreimbursed
8 expenses for pharmacists); *Laumea v. Performance Food Group, Inc.*, Case No. CIVDS1407509
9 (San Bernardino Superior Court) (unpaid wages, meal and rest break claims for non-exempt
10 employees); *Durroh v. East West Bank*, Case No. BC528860 (Los Angeles Superior Court)
11 (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *Gonzalez*
12 *et al. v. SFFI Company, Inc. et al.*, Case No. CIVDS1504287 (San Bernardino Superior Court)
13 (unpaid wages, meal period and rest break claims for non-exempt employees).

14 35. Jonathan Stilz is a former associate with Crosner Legal. He graduated from the
15 University of California, San Diego, in 2010, and graduated cum laude from California Western
16 School of Law in 2015. Mr. Stilz has extensive experience in employment matters, including
17 wrongful termination, class action, and representative PAGA lawsuits. Mr. Stilz formerly
18 worked at a national firm defending employers in various employment related matters prior to
19 joining Crosner Legal in October, 2021. Mr. Stilz has been litigating for over six years and has
20 vigorously advocated for his clients during his years of practice.

21 36. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a
22 1995 graduate *cum laude* of the University of San Diego School of Law, where he was selected to
23 the Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation associate with
24 Ross Dixon & Bell, LLP (now Troutman Pepper Locke LLP), in Orange County, California,
25 where his practice focused on complex business, employment, and insurance coverage disputes.
26 In 2003, he became associated with Dostart Clapp & Coveney, LLP, then one of the premiere
27 plaintiffs' wage and hour class action firms in California. In 2008, he founded the Law Offices of
28 J. Kirk Donnelly, APC and, in January 2019, also became Of Counsel to Crosner Legal, P.C.

1 Since 2003, his practice has focused on representing plaintiffs in wage and hour and consumer law
2 matters, including both class actions and individual matters. He has served as class/lead counsel
3 in over 50 wage and hour class and PAGA actions.

4 37. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
5 action settlements while serving as lead class counsel in recent years, including but not limited to a
6 \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*,
7 Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action settlement
8 in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento
9 Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean*
10 *Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a \$1.8 million wage and
11 hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American*
12 *Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and hour class action
13 settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a
14 \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation*
15 *Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million wage and
16 hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-
17 YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v.*
18 *First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a \$2.2
19 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et*
20 *al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage and hour
21 settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No.
22 CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action
23 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.
24 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply*
25 *Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million wage and
26 hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.
27 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement
28 in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super.

1 Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*
2 *Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million wage and
3 hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No.
4 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action settlement
5 in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3
6 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No.
7 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class settlement
8 in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a \$1.19
9 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support*
10 *LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage and hour class
11 action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San
12 Bernardino Cty. Super Ct.); a \$1 million wage and hour class action settlement in 2025 in *Hernandez*
13 *v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct); a \$3.9 million wage and hour
14 class action settlement in 2025 in *Bolanos et al. v. Newport Fab*, Case No. 30-2022-01280696-CU-
15 OE-CXC (Orange Cty. Super. Ct.); and a \$5,093,537.50 wage and hour class action settlement in
16 2025 in *Deaver, et al. v Blue Diamond Growers*, Case No. 34-2022-00316490-CU-OE-GDS
17 (Sacramento Cty. Super. Ct.).

18 38. 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: Brandon
20 Brouillette, \$800/hr, Samantha Smith \$800/hour, Jonathan Stilz \$650/hour, and J. Kirk Donnelly
21 \$900/hour.

22 39. 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

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

8 40. 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 Mr. Crosner and
10 myself is well over \$800, and for attorneys with 20+ years of experience such as Mr. Donnelly the
11 rates are over \$1000/hour. The adjusted Laffey Matrix may be found at
12 <http://www.laffeymatrix.com/sec.html>. Similarly, the December 8, 2008 article, “Billable Hours
13 Aren’t the Only Game in Town Anymore,” NATIONAL LAW JOURNAL, which set forth the
14 following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading firm
15 in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-hour
16 class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335,
17 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.36

18 41. After the analysis above, Crosner Legal’s lodestar is \$91,510, based on 112.7
19 attorney hours spent litigating this case through the filing of this motion. Further, we will almost
20 certainly spend additional time addressing providing supplemental briefing prior to the hearing,
21 addressing settlement administration matters, responding to class member questions, etc.

22 42. As noted, Crosner Legal has represented Plaintiff for some three years with respect
23 to this matter and has expended a significant amount of time and resources in that representation.
24 The firm agreed to litigate this case on a purely contingent basis and in so doing assumed
25 considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with
26 these cases in general. Under all relevant factors (as outlined herein and in the accompanying
27 memorandum), Plaintiffs respectfully request the Court award their counsel the requested fees of
28 \$78,069.44 based on the common fund theory with a corresponding lodestar cross-check and no

enhancement.

43. Crosner Legal will not split any fees awarded with any other attorney or law firm.

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 \$15,000 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by Crosner Legal is set forth below. Additionally, a true and correct copy of the invoice for the mediation costs is attached hereto as Exhibit 3:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$2,576.30

Mediation Fees	\$9,500.00
PAGA Filing Fee	\$75.00
Total Costs and Expenses	\$

47. I respectfully request the Court approve payment of \$12,151.30 in litigation costs, all of which were reasonably incurred in the prosecution of this case.

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 13th day of August 2025, at Los Angeles, California.


 Declarant

EXHIBIT

1

EXHIBIT

2

SUMMARY OF ATTORNEY TIME / LODESTAR FEES

Total Attorneys' Hours: 94.1
Total Lodestar Fees: 74,770.00

FIRM/ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
CROSNER LEGAL, PC				
Brandon Brouillette	2010	23.7	\$800	18,960.00
Samantha Smith	2004	67	\$800	\$53,600.00
Jonathan Stiltz	2011	3.4	\$650	\$2,210.00
J. Kirk Donnelly	1995	18.6	\$900	\$16,740.00
TOTAL**	--	112.7	--	\$91,510.00

***** This does not include anticipated attorney time to take the case through the approval process, attend the hearing and any supplemental hearings, provide supplemental briefings or declarations, work with defense counsel and settlement administrator regarding funding, distribution, tax forms, answer settlement group member questions, etc.***

**Crosner Legal Time Report Detailed
Brandon Brouillette**

Date	Hours	Attorney	Hourly Rate	Description of Work Performed	Total Fees
11/3/2023 12:00am	0.5	Brandon Brouillette	\$800	Review severance agreement and document production	\$400.00
11/3/2023 12:00am	0.5	Brandon Brouillette	\$800	Legal research re FLSAclaim	\$400.00

11/7/2023 12:00am	8.5	Brandon Brouillette	\$800	Attend mediation	\$6,800.00
11/6/2023 12:00am	0.5	Brandon Brouillette	\$800	Review damages analysis	\$400.00
11/3/2023 12:00am	1.5	Brandon Brouillette	\$800	Review and analyze mediation brief	\$1,200.00
11/3/2023 12:00am	0.5	Brandon Brouillette	\$800	Review severance agreement and document production	\$400.00
2/21/2024	1.5	Brandon Brouillette	\$800	Review and revise settlement agreement	\$1,200.00
4/8/2024 12:00am	5.5	Brandon Brouillette	\$800	Review and revise motion for preliminary approval docs	\$4,400.00
3/4/2025 12:00am	1.2	Brandon Brouillette	\$800	Review and revise draft addendum to approval motion	\$960.00
8/1/2025	3.5	Brandon	\$800	Review and revise motion for final approval	\$2,800.00

12:00am		Brouillette		docs	
Totals	23.7				\$18,960

Crosner Legal Time Report Detailed
Jonathan Stiltz

Date	Hours	Attorney	Hourly Rate	Description of Work Performed	Total Fees
3/21/2023 12:00am	3.4	Jonathan Stilz	\$650	Prepare and propound initial discovery	\$2,210.00
TOTAL:	3.4				\$2,210.00

**Crosner Legal Time Report Detailed
Samantha Smith**

Date	Hours	Attorney	Hourly Rate	Description of Work Performed	Total Fees
5/12/2023 12:00am	1.5	Samantha Smith	\$800	prep for and participate in m/c w/OC re case/mediation	\$1,200.00
7/21/2023 12:00am	0.5	Samantha Smith	\$800	rec/rev draft FAC re PAGA; mtg w/pre lit re same	\$400.00
4/25/2023 12:00am	0.5	Samantha Smith	\$800	review case deadlines	\$400.00
5/18/2023 12:00am	1.5	Samantha Smith	\$800	draft meet and confer statement; circulate to OC, email exchange w/OC re same	\$1,200.00
7/11/2023 12:00am	0.5	Samantha Smith	\$800	rec/rev order from court re CMC; note to file	\$400.00
6/20/2023 12:00am	1	Samantha Smith	\$800	rec/rev docs from mediator re mediation; mtg w/staff re same	\$800.00
6/16/2023 12:00am	0.5	Samantha Smith	\$800	vm and email exch w/OC re mediation	\$400.00
8/14/2023 12:00am	1	Samantha Smith	\$800	draft and circulate stip to file FAC to OC; mtg w/prelit re same	\$800.00
8/2/2023 12:00am	0.5	Samantha Smith	\$800	mtg w/pre lit re draft FAC	\$400.00
7/7/2023 12:00am	1	Samantha Smith	\$800	email exch w/OC re CMC stmt; rev/comment re draft stip to cont CMC; finalize for filing	\$800.00
6/20/2023 12:00am	0.5	Samantha Smith	\$800	email exch w/OC re disco	\$400.00
6/6/2023	0.5	Samantha Smith	\$800	rev file/docket; f/up w/OC re	\$400.00

12:00am				mediation scheduling	
5/22/2023 12:00am	0.5	Samantha Smith	\$800	finalize joint m/c statement; forward to staff for filling	\$400.00
7/5/2023 12:00am	0.5	Samantha Smith	\$800	rec/rev email from mediator re mediation; mtg w/staff re same	\$400.00
6/16/2023 12:00am	1	Samantha Smith	\$800	Tc w/OC re mediation; email exch w/mediator re same	\$800.00
4/10/2023 12:00am	0.5	Samantha Smith	\$800	mtg w/JS re case status	\$400.00
8/25/2023 12:00am	1	Samantha Smith	\$800	rec/rev order re stip to file FAC; finalize and file FAC; mtg w/staff re same	\$800.00
8/22/2023 12:00am	1	Samantha Smith	\$800	edit draft FAC and circulate to OC for rev/comment; email w/OC re same	\$800.00
10/6/2023 12:00am	0.5	Samantha Smith	\$800	rec/rev answer to FAC	\$400.00
8/23/2023 12:00am	1	Samantha Smith	\$800	rev file/docket; draft informal doc reqs for mediation; finalize and send to OC	\$800.00
10/17/2023 12:00am	1	Samantha Smith	\$800	TC w/OC re mediation data; mtg w/BB re same	\$800.00
9/15/2023 12:00am	1	Samantha Smith	\$800	rec/rev of informal doc/data request from OC; mtg w/BB re same	\$800.00
8/17/2023 12:00am	0.5	Samantha Smith	\$800	TC w/OC re draft FAC and stip	\$400.00
8/23/2023 12:00am	0.25	Samantha Smith	\$800	f/up w/pre lit re FAC	\$200.00
8/16/2023 12:00am	0.5	Samantha Smith	\$800	email exch w/OC re draft FAC and stip	\$400.00
9/28/2023 12:00am	0.5	Samantha Smith	\$800	email exch w/OC re informal doc/data request to P	\$400.00

10/11/2023 12:00am	1.5	Samantha Smith	\$800	rec/rev of partial data from OC for mediation; email exch w/OC re same; mtg w/BB re same	\$1,200.00
10/13/2023 12:00am	2.5	Samantha Smith	\$800	rec/rev of partial doc prod from OC for mediation; email exch w/OC re same; mtg w/BB re same	\$2,000.00
10/31/2023 12:00am	6	Samantha Smith	\$800	begin draft mediation brief; research re same	\$4,800.00
11/2/2023 12:00am	4.5	Samantha Smith	\$800	continue draft mediation brief; circulate final draft to BB for rev/comment	\$3,600.00
11/6/2023 12:00am	3.5	Samantha Smith	\$800	create damages analysis for mediation; mtg w/BB re same	\$2,800.00
10/30/2023 12:00am	0.5	Samantha Smith	\$800	rec/rev docs/email from mediator re mediation	\$400.00
11/3/2023 12:00am	3.5	Samantha Smith	\$800	rec/rev comments from BB re mediation brief; finalize and forward to mediator	\$2,800.00
10/31/2023 12:00am	0.25	Samantha Smith	\$800	rec/rev email from OC re outstanding data/docs	\$200.00
11/2/2023 12:00am	1.5	Samantha Smith	\$800	rec/rev docs/data from client re damages; TC w/client re same	\$1,200.00
11/7/2023 12:00am	8.5	Samantha Smith	\$800	prep for/attend mediation; negotiate/finalize MOU	\$6,800.00
11/1/2023 12:00am	2.5	Samantha Smith	\$800	rec/rev docs/data from OC re mediation/case; email to BB re same	\$2,000.00
11/1/2023 12:00am	1	Samantha Smith	\$800	TC w/client re mediation/case	\$800.00
10/31/2023	0.5	Samantha Smith	\$800	email exch w/client re mediation	\$400.00
11/2/2023 12:00am	1.5	Samantha Smith	\$800	rec/rev docs/data from client re OC re mediation	\$1,200.00
10/30/2023	5	Samantha Smith	\$800	research re claims and theories in	\$4,000.00

12:00am				advance of medaiton; mtg w/BB re same	
11/1/2023 12:00am	4.5	Samantha Smith	\$800	continue draft mediation brief; research re same	\$3,600.00
10/30/2023 12:00am	0.5	Samantha Smith	\$800	f/up w/OC re outstanding data/docs	\$400.00
Totals	67 hours				\$53,600

**Crosner Legal Time Report Detailed
J. Kirk Donnelly**

Date	Hours	Attorney	Hourly Rate	Description of Work Performed	Total Fees
2/20/24	5.9	J. Kirk Donnelly	\$900	Prepare initial draft of preliminary approval motion	\$5,310.00
3/14/24	0.6	J. Kirk Donnelly	\$900	Revisions to settlement agreement	\$540.00
5/9/24	1.0	J. Kirk Donnelly	\$900	Finalize and file preliminary approval motion	\$900.00
7/21/24	0.2	J. Kirk Donnelly	\$900	Review tentative ruling	\$180.00
10/29/24	1.5	J. Kirk Donnelly	\$900	Revisions to settlement agreement and supplemental briefing	\$1,350.00
10/30/24	0.4	J. Kirk Donnelly	\$900	Finalize and file supplemental briefing	\$360.00
12/5/24	0.5	J. Kirk Donnelly	\$900	Review tentative and call with defense counsel	\$450.00
12/6/24	0.5	J. Kirk Donnelly	\$900	Appear and argue tentative	\$450.00
3/4/25	1.0	J. Kirk Donnelly	\$900	Draft Addendum to settlement agreement and supplemental briefing	\$900.00
4/4/25	0.3	J. Kirk Donnelly	\$900	Finalize and file supplemental briefing	\$270.00
4/17/25	0.3	J. Kirk Donnelly	\$900	Review tentative ruling; revise	\$270.00

				proposed order per tentative	
7/29/25	5.2	J. Kirk Donnelly	\$900	Draft final approval motion	\$4,680.00
8/__/25	1.2	J. Kirk Donnelly	\$900	Finalize and file final approval motion	\$1,080.00
Totals	18.6				\$16,740.00

EXHIBIT

3

Mediation Offices of Steven G. Mehta
25448 Hardy Pl
Stevenson Ranch, CA 91381 US
6612841818
sarah@mehtamann.com
Tax ID: 95-4753170

Invoice



MEDIATIONOFFICES
—OF STEVEN G. MEHTA, ESQ.—
MEDIATIONS THAT COME TOGETHER

BILL TO

CROSNER LEGAL, P.C.
9440 SANTA MONICA BLVD., STE.
301
BEVERLY HILLS, CA 90210

INVOICE #	DATE	TOTAL DUE		TERMS	ENCLOSED
19191	06/20/2023	\$9,500.00		Due on receipt	

MEDIATION DATE
NOVEMBER 7, 2023

CASE NAME
WATSON, et al. v. NOTARIZE, INC

DATE		DESCRIPTION	QTY	RATE	AMOUNT
11/07/2023	101 (ZOOM/CLASS)	(ZOOM) CLASS ACTION FULL DAY MEDIATION SERVICES, INCLUDING HEARING TIME (8 HOURS) AND REVIEW OF BRIEFS (2 HOURS) - this amount represents your half share of the mediation fees.	1	9,250.00	9,250.00
11/07/2023	100 ADMIN FEE	Administrative Fees - non-refundable	1	250.00	250.00

Dear Counsel:

BALANCE DUE

\$9,500.00

The Mediation Reservation Request Form has been signed by both parties reserving your date for mediation.

Please find attached your invoice with your portion of the payment. We must receive full payment from all parties to convert the hold into a confirmation of the mediation date.

If paying via credit card, please complete the process below.

Once we have received payment from all parties, our office will send a confirmation letter confirming the mediation and detailing the date, time, location, and other necessary details.

Thank you for your business - we appreciate it very much.

Sincerely,
Sarah
Mediation Offices of Steven G. Mehta

661.284.1818
www.stevemehta.com

Please visit our website to view our fee and cancellation policy.