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THI PHAN and ANH TRUONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

THI PHAN and ANH TRUONG, as
individuals and on behalf of themselves and
on behalf of all others similarly situated,

Plaintiffs

v.

BALT USA, LLC, a Delaware limited liability
company; and DOES 1-100 inclusive,

Defendants.

CASE NO.: 30-2023-01339331-CU-OE-CXC
(Lead Case); Consolidated Case No.: 30-2023-
01339949-CU-OE-CXC (CLASS ACTION)

Assigned for All Purposes to:
Hon. Layne H. Melzer
Dept. CX-103

**DECLARATON OF SEPIDEH ARDESTANI
IN SUPPORT MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
REPRESENTATIVE SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS**

Date: March 12, 2026
Time: 2:00 p.m.
Dept.: CX-103

1 I, SEPIDEH ARDESTANI, 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 Plaintiffs Thi Phan and Anh Truong in
4 the above-captioned matter. If called to testify as to the facts within, I would and could competently
5 do so.

6 **BACKGROUND**

7 2. Defendant Balt develops and manufactures medical devices. Plaintiff Phan
8 worked for Balt as an assembler from January 2018 through December 1, 2022. Plaintiff Truong
9 also worked for Balt as an assembler from October 2019 through October 1, 2022.

10 3. After notice to the LWDA and Defendant, and after exhausting administrative
11 remedies, on July 31, 2023 Plaintiffs filed a PAGA representative action alleging various
12 violations of the Labor Code by Defendant, including: (1) failure to pay all minimum wages and
13 overtime wages; (2) failure to provide legally compliant meal periods, or compensation in lieu
14 thereof; (3) failure to provide rest periods or compensation in lieu thereof; (4) failure to issue
15 accurately itemized wage statements; (5) failure to reimburse business expenses; and (6) failure
16 to timely pay wages on separation of employment. On August 2, 2023, Plaintiffs filed a class
17 action complaint against Defendant based on the same alleged Labor Code violations as in the
18 PAGA action. This Court consolidated the two matters by Order dated October 26, 2023.

19 4. Balt has at all times denied Plaintiffs' allegations and maintained its payroll policies
20 and procedures comply with California law, that it paid the class members all wages due, and that
21 it properly compensated the class members for all hours worked at the correct rates of pay. It
22 further argued its meal and rest break policies are fully compliant and that it provided class
23 members with all required breaks. Likewise, Balt contended there would be no reason for an
24 employee to use their own phone while working and accordingly it owes no reimbursement.
25 Defendant also strongly contends the case cannot be maintained as any kind of class or
26 representative action, arguing determining the reasons for any off the clock work, missed/non-

compliant breaks, or personal cell phone use would result individualized issues predominating and that a trial on a representative basis would be unmanageable.

5. Once the matters were at issue, the Parties initiated discovery and later, after engaging in meet and confer discussions regarding discovery, potential law and motion, and the merits of the case, ultimately agreed to attempt mediation. They then engaged in significant informal discovery to facilitate an exchange of information necessary to engage in a meaningful mediation.

6. In September 2024, the Parties participated in mediation with Tagore Subrmanian, Esq., a respected wage and hour class action mediator. After a full day of negotiations, Mr. Subramaniam issued a mediator's proposal that was accepted by all Parties.

TERMS OF THE PROPOSED SETTLEMENT

7. Under the settlement, Balt will pay \$625,000 into a common fund, the Gross Settlement Amount ("GSA"). Attorney's fees of up to \$208,333.33 (33.33% of the GSA), litigation costs of up to \$20,000 (only \$18,118.40 is requested), settlement administration costs of \$13,490, service awards to Plaintiffs of no more than \$5,000 each, and PAGA civil penalties of \$50,000 divided 75% to the Labor & Workforce Development Agency and 25% to the Aggrieved Employees), all will be paid from the GSA. The balance of around \$324,548 will be allocated pro rata to the Class Members based on their weeks worked during the Class Period. No portion of the GSA will revert to Balt.

8. As noted, the settlement obligates Balt to pay \$625,000 to resolve the claims of the Settlement, inclusive of attorney's fees and costs. A minimum of approximately \$324,548 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that does not require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining eighty percent will be allocated to expenses, penalties and interest, which allocation is consistent with Balt's potential liability as discussed below. Balt will pay any and all applicable employer-side

1 payroll taxes separately and in addition to the GSA. Subject to the Court's approval, any amounts
2 not claimed (because a class member does not cash his or her settlement check) will be forwarded
3 to the California State Controller's Unclaimed Property Division.

4 9. Each Participating Class Member will receive a share of the Net Settlement Amount
5 based on his or her total weeks worked for Balt during the Class Period while employed in a non-
6 exempt service position. Thus, each Class Member's Individual Settlement Payment will be
7 calculated using criteria typically used in determining appropriate amounts of unpaid wages,
8 unpaid premium wages for missed meal and rest breaks, and potential statutory penalties under
9 applicable law. These methods are intended to ensure each Class Member receives a portion of the
10 available settlement funds corresponding to the relative value of his or her potential claims. The
11 proposed allocation provides a reasonable way to compensate Class Members based on the amount
12 of time they worked for Balt and the number of instances they allegedly missed a meal break and/or
13 rest break, were not provided compensation in lieu of such missed breaks, or lost hours worked
14 due to time rounding.

15 10. All Participating Class Members will release Balt from all claims alleged in the
16 operative complaint, or that could have been brought based on the factual allegations in the
17 operative complaint, including PAGA claims, during the Class Period. The release is limited to the
18 claims that were actually pleaded or could have been pleaded based on the alleged facts in the
19 operative complaint.

20 11. The Parties allocated \$50,000 to payment of civil penalties under PAGA, as
21 addressed in more detail below, and which amount the Parties submit is fair, reasonable and
22 adequate, and consistent with PAGA's underlying purposes. As required by Labor Code section
23 2699(1)(2), Plaintiffs gave notice of the settlement and the approval hearing to the LWDA via its
24 online portal, and further served the LWDA with the motion papers. A true and correct copy of
25 the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

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The Proposed Settlement Meets the Kullar Factors and is within the Range of Reasonableness

12. Prior to mediation, the parties engaged in formal and informal discovery to facilitate settlement discussions. Thus, Plaintiffs reviewed documents and information regarding Balt's payroll practices, a random sampling of pay stubs and time records for sampling of class members, applicable compensation plans, etc., and information from Defendant regarding class size and breakdown, work weeks/pay periods, rates of pay, and other relevant information. Plaintiffs then had that information analyzed by a consulting expert to assist in determining potential violation rates and other data used to formulate a damages model. Plaintiffs' counsel are confident they obtained sufficient information to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is fair and reasonable.

13. Using that data, Plaintiffs ran various calculations and estimated Balt's likely maximum exposure on the class claims at approximately \$7,939,520, including about \$470,715 on the unpaid wage claims, around \$44,935 on the underpaid overtime claims, about \$1,718,975 on the meal period claims, approximately \$3,383,820 on the rest break claims, about \$162,990 for expense reimbursement, about \$655,450 for wage statement violations, and approximately \$3,032,635 in waiting time penalties.

14. On the unpaid wage claims, Plaintiffs alleged that they worked as much as 15-20 minutes off-the-clock after each shift ended, and at the direction of their supervisors, to complete paperwork related to their shift before they were allowed to clock out at the ADP kiosk. The ADP app on their cellular phones would notify them that they had clocked out late. When they reported this to their supervisors, the supervisors would adjust their time to show that Plaintiffs clocked out at the scheduled end of their shifts, rather than the actual time they finished working. On the other hand, Balt argued it accurately tracks and pays for all hours worked, that its compensation policies are legal and fully comply with California law, and that any adjustments to employee time simply corrected documented errors. Balt likewise its policies strictly prohibited off the clock work and, if any occurred, it was intermittent, against policy, and done with employer authorization or

1 knowledge. For these same reasons Balt argued that class certification on this issue would be
2 impossible since determining if any employee worked off the clock would require individualized
3 proof.

4 15. Plaintiffs further alleged Balt underpaid the Class Members for overtime because
5 it paid overtime based on employee's regular hourly rate instead of the "regular rate of pay" as
6 required by the Labor Code and Wage Orders. Here, Plaintiffs argued they received regular
7 bonuses and other forms of non-discretionary pay that Balt failed to include in determining the
8 regular rate of pay for purposes of calculating the correct overtime rate.

9 16. On the meal break claim, Plaintiffs contend Balt's written policies were not fully
10 compliant, and regardless per Plaintiffs their expert's review of the time and pay records suggests
11 about a 55.2% violation rate for "de facto" first meal period violations where the break was missed
12 entirely, untimely, or cut short. In response, Balt argued its break policies are fully compliant with
13 California law, that it provided class members with the opportunity to take all required breaks, and
14 that many class members waived their first or second meal periods as appropriate. Defendant
15 further maintained that, in light of its compliant policies, whether a class member missed a meal
16 period, received a late meal period, or missed a rest break would have been aberrational and against
17 company policy. Thus, per Balt, these issues are not amenable to class or representative treatment
18 since their resolution would require individualized inquiries as to why a break was missed or non-
19 compliant. Balt further argued that in many instances it paid the required one hour of premium pay
20 for documented violations.

21 17. For rest breaks, Plaintiffs again argued that there were numerous "de facto"
22 violations where class members didn't receive a break, or didn't receive a compliant break, due to
23 the press of business and understaffing. As with meal breaks, Defendant argued the applicable
24 rest break policies complied with California law, and that it authorized and permitted employees
25 to take all required breaks. Defendant further contended that, in light of the fact that it is not
26 required to maintain a record of rest periods, any evidence of failure to authorize rest periods and/or
27 discouragement from taking rest periods would be purely anecdotal and individual issues would

1 predominate on liability. This arguably would once again make class certification and a trial
2 unmanageable since the number of instances an employee missed a rest break would have to be
3 tested on a case by case basis to determine compliance.

4 18. For Plaintiffs' expense reimbursement claim, they argued Defendant failed to
5 reimburse Plaintiffs and the other employees for expenses incurred in using their personal mobile
6 phones and data for business purposes. Of note, Plaintiffs and the other employees were
7 frequently contacted by text message and/or phone call with questions and requests regarding
8 their availability for shifts. When employees must use their personal cell phones for work, this
9 statute required an employer to reimburse them for such use. In response, Balt argued there
10 would be no need for an employee use a phone to perform his or her work duties, and thus any
11 such use would have been unnecessary and purely for personal convenience, and therefore not
12 reimbursable.

13 19. Plaintiffs also alleged derivative claims under Labor Code § 226 (alleged
14 inaccurate wage statement violations) and §§ 201-203 (waiting time penalties), both based on the
15 failure to properly record and pay for all hours worked, and will rise or fall along with that
16 primary claim, in addition to being subject to "good faith" and other defenses available to
17 Defendant. Accordingly, Plaintiffs discounted these claims significantly in light of these multiple
18 potential defenses.

19 20. As far as potential PAGA liability, the theoretical penalties totaled about \$7.77
20 million should Plaintiffs prevail on all claims and establish violations of the multiple Labor Code
21 sections at issue for every single eligible pay period. As with the class claims, Plaintiffs
22 discounted the potential PAGA penalties for the multi-layered defenses proffered by Defendant
23 on the merits, and further discounted these claims since the Court possesses wide discretion to
24 reduce such penalties even if Plaintiffs ultimately prevailed. Accordingly, the Parties allocated
25 \$50,000 to PAGA penalties, which amount is reasonable and in line with comparable settlements
26 in other class actions in California. Additionally, the LWDA has been informed of the terms of
27 the PAGA portion of the settlement, and will be able to weigh in as necessary.

21. Thus, Defendant raised various defenses to each of Plaintiffs' claims, any one of which, if successful, could have decimated Plaintiffs' case. Accordingly, Plaintiffs faced risky issues going forward with this litigation, and given the need to secure class certification, try the case, and deal with post-trial appeals, it would have taken years to realize any recovery in this action. Plaintiffs and counsel 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. They 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 \$625,000 recovery represents a significant percentage of Defendant's potential exposure, and given these risks discussed above a total recovery for the class of \$625,000, with an average award of some \$341 per class member, is a fair result within the range of reasonableness considering all potential outcomes.

PLAINTIFFS' ENHANCEMENT AWARDS

22, Pursuant to the terms of the settlement, Plaintiffs seek a modest incentive award of \$5,000 each for their service in bringing these claims on behalf of the Class. The requests is reasonable given the risks they undertook on behalf of the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiffs helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendant's litigation costs. Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing themselves at risk of discrimination by future prospective employers. As set forth in more detail in their respective declarations submitted at preliminary approval, among taking many other actions assisting in the successful litigation of this case, Plaintiffs provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments. Accordingly, the requested enhancement payment to Plaintiff is appropriate and justified as part of the settlement.

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24. As addressed in detail above, at the time the parties reached the tentative settlement success for Plaintiff and the putative class was far from certain. Plaintiff faced a real risk that some or all the claims would not be certified for class treatment, as Defendant had strong arguments that its compensation policies were legal and properly compensated the class members. Even if Plaintiff certified some or all of the claims and ultimately prevailed on the merits, it undoubtedly would have taken several years to realize any recovery while they pursued class certification, trial, and an almost certain appeal. Here, the parties did not negotiate the inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to the Class was completed.

9

ARDESTANI DECLARATION ISO MOTION FOR FINAL APPROVAL

1 propounding informal discovery “requests” and reviewing documents and other information
2 produced; (10) drafting a mediation brief and accompanying damages model after review and
3 analysis of Defendant’s informal discovery production; (11) attending an all-day mediation; (12)
4 negotiating and drafting the settlement agreement and related documents; (13) drafting an
5 amended complaint to effectuate the settlement; (14) drafting the motion for preliminary
6 approval, and attending the hearing; (15) administration of the settlement, including
7 communications with the Settlement Administrator and settlement class members; (16) drafting
8 the motion for final approval and motion for attorney’s fees, and attending the final approval
9 hearing; and (17) extensive communications with the Plaintiff regarding case status, case
10 investigation and document review, mediation, and settlement terms. A true and correct
11 itemization of Crosner Legal's work performed and time expended is attached hereto as Exhibit
12 2. Additionally, Crosner Legal will incur additional time following final approval to, inter alia,
13 respond to class member inquiries, work with the Settlement Administrator on the distribution of
14 settlement funds, and on the compliance hearing.

15 26. I graduated from the University of California, Los Angeles in 2004 with a
16 bachelor’s in science, obtained my J.D. from Whittier Law School in 2009, and earned a
17 masters in law from Santa Clara University School of Law in 2010. I have been a member of
18 the California Bar since 2010 and have extensive experience in employment matters, including
19 wage and hour litigation. I worked as a wage and hour class action attorney at Gaines &
20 Gaines, APLC from 2012 through 2021 and, prior to joining Gaines & Gaines I worked at
21 Sirkin Law Group as a litigation associate from 2010-2012. I joined Crosner Legal in
22 December 2021 and I am a Partner. I have solely handled employment, wage and hour class
23 actions, and PAGA lawsuits for some 13 years. I was selected for 2020-2021 by Super
24 Lawyers as a “Southern California Rising Star” for employment and labor law.

25 27. Zach Crosner is a 2010 graduate of University San Diego School of Law and he
26 has approximately thirteen years of experience as a practicing attorney. For nearly his entire
27 career, his practice has focused on litigation of wage & hour, consumer, and privacy class action
28

1 and representative action claims. Following graduation he immediately began working for a
2 nationally recognized plaintiff's complex litigation firm, CaseyGerry, where he worked directly
3 with past presidents of the consumer attorneys and recipients of trial attorneys of the year
4 awards. He also worked for other firms that included former CAALA and CLAY trial attorney of
5 the year recipients. While with these firms, he advocated for the rights of consumers and
6 employees in class action litigation, civil rights and employment litigation, catastrophic injuries,
7 insurance bad faith and appellate litigation.

8 28. In 2013, he founded the law firm of Crosner Legal, P.C. which since its
9 inception has focused almost exclusively on plaintiff-side class actions lawsuits representing
10 employees, consumers and other victims. Currently, over ninety percent (95%) of his practice
11 is dedicated exclusively to the prosecution of class actions and representative action lawsuits,
12 and his law firm is currently responsible as lead counsel or co-lead counsel for prosecuting
13 over one hundred (100) active wage and hour class actions and/or PAGA representative
14 actions, as well as a multitude of consumer and privacy class actions, in both federal and state
15 courts throughout California. He has been a direct participant in over one hundred (100) class
16 action and/or representative action settlements where he has been approved as adequate lead
17 counsel.

18 29. Mr. Crosner has been selected by Super Lawyers as a "Southern California
19 Rising Star" for employment and labor law consecutively from 2018 through 2023. Super
20 Lawyers has also named me on their "Up-and-Coming 100" Southern California Rising Stars
21 List for consecutive years from 2021 through 2023. Only 2.5% of lawyers within California are
22 named a Super Lawyer Rising Star and even less are added to their Top Lists. Additionally, he
23 has been selected as a Top 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers,
24 invitation-only organization composed of the premier trial lawyers, from 2019 through 2023.
25 He is an active participant in advocacy groups, including as an executive board member of the
26 Wage and Hour Committee and the Legislative Committee for the California Employment
27 Lawyers Association; a member of the Grassroots Advocacy Team for the National

1 Employment Lawyers Association; Wage and Hour Committee member and Class Action
2 Committee member for the National Trial Lawyers; a member of the American Association for
3 Justice; and a member of the Pound Civil Justice Institute.

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

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

16 32. Jamie Serb is a partner with Crosner Legal and head of the firm's Wage & Hour
17 practice group. She graduated from the University of California, San Diego in 2004 and
18 graduated from California Western School of Law in 2013, and has been a member of the
19 California Bar since 2013. She gained extensive experience in wage and hour litigation,
20 beginning work as a class action attorney in 2015 at the Mara Law Firm, PC (previously
21 Turley & Mara Law Firm, APLC; Turley Law Firm, APLC). She has handled wage and hour
22 class actions and PAGA lawsuits for some 10 years and has assisted in obtaining millions of
23 dollars for employees during her years of practice.

24 33. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a
25 1995 graduate *cum laude* of the University of San Diego School of Law, where he was selected
26 to the Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation associate
27 with Ross Dixon & Bell, LLP (now Troutman Pepper Locke LLP), in Orange County,

1 California, where his practice focused on complex business, employment, and insurance
2 coverage disputes. In 2003, he became associated with Dostart Clapp & Coveney, LLP, then one
3 of the premiere plaintiffs' wage and hour class action firms in California. In 2008, he founded
4 the Law Offices of J. Kirk Donnelly, APC and, in January 2019, also became Of Counsel to
5 Crosner Legal, P.C. Since 2003, his practice has focused on representing plaintiffs in wage and
6 hour and consumer law matters, including both class actions and individual matters. He has
7 served as class/lead counsel in over 50 wage and hour class and PAGA actions.

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

Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in Correa, et al. v. FedEx Supply Chain, Inc., Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million wage and hour class action settlement in 2023 in Michel, et al. v. Valley Thrift Store, Inc., Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement in 2023 in Jajuga v. Pilot Travel Centers, Case No. CIVDS1931464 (San Bernardino Cty. Super. Ct.); \$1.015 million wage and hour class action settlement in 2023 in Gotishan v. Kyo Autism Therapy, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million wage and hour PAGA settlement in 2023 in Vaughn v. Public Health Foundation Enters., Inc., Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action settlement in McKinnie v. Iron Mountain, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3 million wage and hour class action settlement in Ellsworth, et al. v. Hallcon, Case No. 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class settlement in 224 in Lo v. Cyberpower, Inc., Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a \$1.19 million dollar wage and hour class action settlement in 2024 in Herrera v. Signature Flight Support LLC, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage and hour class action settlement in 2024 in Shilevinatz v. Airport Terminal Services, Case No. CIVSB2229072 (San Bernardino Cty. Super Ct.); a \$1 million wage and hour class action settlement in 2025 in Hernandez v YZER, LLC, Case No. 23CV025345 (Alameda Cty. Superior Ct); a \$1.2 million PAGA-only settlement in 2025 in Denault v. Lewis Management Corp., Case No. CIVSB2107487 (San Bernardino Cty. Super. Ct.); a \$3.9 million wage and hour class action settlement in 2025 in Bolanos et al. v. Newport Fab, Case No. 30-2022-01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a \$5,093,537.50 wage and hour class action settlement in 2025 in Deaver, et al. v Blue Diamond Growers, Case No. 34-2022-00316490-CU-OE-GDS (Sacramento Cty. Super. Ct.). a \$5,600,000 wage and hour class action settlement in 2025 in Goodwin et al. v Save Mart, Case No. STK-CV-UOE-2023-0002062 (San Joaquin Cty. Super. Ct.); a \$1,300,000 wage and hour class action settlement in 2025 in Perez v Qantas Airways Ltd, Case No. 23STCV18974 (Los Angeles Cty. Super. Ct.); a \$1,650,000 wage and hour class action settlement in 2025 in Williams et al v.

1 Bluetriton Brands Case No. CIVSB2325920 (San Bernardino Cty. Super. Ct.); and a \$2,038,000
2 PAGA settlement in 2026 in Zermeno, et al. v Remington Lodging, et al., Case No. RG20069869
3 (Alameda Cty. Super. Ct.).

4 35. Based upon the qualifications and experience set forth above, the following
5 hourly rates are reasonable for attorneys practicing in this area of the law in California: Zachary
6 M. Crosner \$850/hour, Jamie Serb and Sepideh Ardestani \$800/hour; Kiara Bramasco and
7 Branden Hamilton \$650/hour, and J. Kirk Donnelly \$950/hour.

8 36. Plaintiff requests the Court apply the above hourly billing rates in this case, as
9 these rates are reasonable in the California legal market for attorneys handling wage and hour
10 class actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-
11 side wage and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for
12 partner-level attorneys with experience comparable to mine and to that of my colleagues. These
13 rates have range from \$650 to \$850 per hour for calendar years 2017-2021. Some examples
14 include attorney Matthew Matern of Matern Law Group in Los Angeles, with approximately 26
15 years of experience \$850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with
16 approximately 25 years of experience \$850/hour (2021), Michael Malk of Malk APC in Los
17 Angeles, with approximately 16 years of experience \$650/hour (2018), Michael Singer and Isam
18 Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience
19 respectively, both \$825/hour (2018), Jason Ehrlich of McCormack & Ehrlich LLP in San
20 Francisco, with approximately 17 years of experience \$750/hour (2017), and James Kawahito of
21 Kawahito Law Group in Los Angeles, with approximately 16 years of experience \$750/hour
22 (2020).

23 37. The requested rates also comport with the adjusted Laffey Matrix, which provides
24 that reasonable hourly rates for attorneys with 10+ years of experience, such as myself, Ms. Serb
25 and Mr. Crosner, is over \$800, and rates for attorneys with 20+ years of experience like Mr.
26 Donnelly are over \$1000/hour. The adjusted Laffey Matrix may be found at
27 <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article, “Billable Hours

1 Aren't the Only Game in Town Anymore," NATIONAL LAW JOURNAL, which set forth the
2 following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading
3 firm in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-
4 hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year -
5 \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.36

6 38. After the analysis above, Crosner Legal's lodestar is \$151,595, based on 186.9
7 attorney hours spent litigating this case through the filing of this motion. Further, we will almost
8 certainly spend additional time addressing settlement administration matters, responding to class
9 member questions, etc. As noted, Crosner Legal has represented Plaintiffs for well over two
10 years with respect to this matter and has expended a significant amount of time and resources in
11 that representation. We agreed to litigate this case on a purely contingent basis and assumed
12 considerable risk of non-payment for its fees and costs, as discussed above, and as is the case
13 with these cases in general. Under all relevant factors (as outlined herein and in the
14 accompanying memorandum), Plaintiffs respectfully requests the Court award her counsel the
15 requested fees of \$208,333.33 based on the common fund theory with a corresponding lodestar
16 cross-check with a modest enhancement of 1.37. Crosner Legal will not share any fees awarded
17 with any other attorney or firm.

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

22 40. Crosner Legal assumes a great deal of contingent risk in every wage and hour
23 class action it undertakes. Attorneys at my firm have been involved in a number of cases where
24 plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with
25 no return. For example, in a matter alleging misclassification on behalf of a putative class of
26 assistant managers at major restaurant chain, after three years of exceptionally adversarial
27 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.

41. Class Counsel's litigation costs and expenses are capped at \$20,000 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my firm is set forth below, and true and correct copies of the invoices for mediation and expert witness services are attached hereto as Exhibit 3:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$4,034.40
Mediation Fees	\$9,255.00
Expert Fees	\$4,745.00
PAGA Filing Fee	\$75.00
Postage	(waived)
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$18,118.40

42. All of these costs were necessary for the successful litigation of the case and are reasonable in amount. I respectfully request the Court approve reimbursement of Crosner Legal's litigation costs and expenses in the amount of \$18,118.40. True and correct copies of the invoices for expert witness costs and mediation costs are attached hereto as Exhibit 3.

43. For all the foregoing reasons, I believe the settlement is fair, reasonable, and in the best interests of the class.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 17th day of February 2026, at Los Angeles California.

J. Anderson
Declarant

Exhibit 1

Exhibit 2

Thi Phan and Anh Truong v. Balt USA, LLC

(Orange County Superior Court Case Nos. 30-2023-01339331-CU-OE-CC and 30-2023-01339949-CU-OE-CC)

SUMMARY OF ATTORNEY TIME / LODESTAR FEES

Total Attorneys' Hours: 186.9
Total Lodestar Fees: \$151,595

FIRM/ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
CROSNER LEGAL, PC				
Sepideh Ardestani	2010	59.6	\$800	\$48,400.00
Zachary Crosner	2010	31.0	\$850	\$26,350.00
Jamie Serb	2013	58.6	\$800	\$46,880.00
Branden Hamilton	2011	7.8	\$650	\$5,070.00
J. Kirk Donnelly	1995	18.2	\$950	\$17,290.00
Kiara Bramasco	2018	11.7	\$650	\$7,605.00
TOTAL**	--	186.9		\$151,595.00

***** 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.***

Thi Phan and Anh Truong v. Balt USA, LLC

(Orange County Superior Court Case Nos. 30-2023-01339331-CU-OE-CC and 30-2023-01339949-CU-OE-CC)

**Crosner Legal Time Report Detailed
Jamie Serb**

Date	Hourly Rate	Time Spent	Fee	Description of Work Performed
4/26/23	\$800	0.2	\$ 160.00	Review intake / approve case onboarding
7/31/23	\$800	2.4	\$ 1,920.00	Review complaint packet
8/1/23	\$800	0.1	\$ 80.00	Rev. em re conformed complaint
8/2/23	\$800	0.3	\$ 240.00	Rev. ems w/WT attorneys
8/2/23	\$800	0.4	\$ 320.00	Rev PAGA complaint filing
8/3/23	\$800	0.1	\$ 80.00	Rev. conformed complaint packet
8/7/23	\$800	0.2	\$ 160.00	Rev. ems re confirming service
8/28/23	\$800	0.9	\$ 720.00	Rev PAGA discovery requests
8/29/23	\$800	0.2	\$ 160.00	Internal ems re discovery requests
8/30/23	\$800	2.8	\$ 2,240.00	Review discovery requests
9/5/23	\$800	0.1	\$ 80.00	Rev. em re ext. to answer
9/12/23	\$800	0.1	\$ 80.00	Rev. 9/12/23 Minute Order
9/15/23	\$800	0.1	\$ 80.00	Rev. stip to consolidate
9/19/23	\$800	0.1	\$ 80.00	Rev. 9/19/23 Minute Order
10/13/23	\$800	0.1	\$ 80.00	Rev. em fr OC re service
10/26/23	\$800	0.1	\$ 80.00	Rev. 10/26/23 Minute Order
11/1/23	\$800	0.1	\$ 80.00	Rev. em fr OC re order
11/2/23	\$800	0.1	\$ 80.00	Rev. court's order granting consolidation
11/21/23	\$800	0.1	\$ 80.00	Rev. em fr OC re answer
11/21/23	\$800	0.8	\$ 640.00	Rev. Def's answer
11/30/23	\$800	0.2	\$ 160.00	Internally reassign case to new associate
12/8/23	\$800	0.2	\$ 160.00	Rev. ems w/OC re scheduling meeting
12/8/23	\$800	0.7	\$ 560.00	Em exch w/OC re discovery extension
12/11/23	\$800	0.3	\$ 240.00	Rev. ems w/OC re informal disco, mediation
12/12/23	\$800	0.6	\$ 480.00	Rev. ems w/OC re scheduling mediation
12/14/23	\$800	0.1	\$ 80.00	Rev. em fr WT attorney

Thi Phan and Anh Truong v. Balt USA, LLC

(Orange County Superior Court Case Nos. 30-2023-01339331-CU-OE-CC and 30-2023-01339949-CU-OE-CC)

12/15/23	\$800	0.2	\$ 160.00	Rev. em exch re mediator availability
12/20/23	\$800	0.1	\$ 80.00	Em re mediator availability
12/22/23	\$800	0.1	\$ 80.00	Rev. em re mediator
12/26/23	\$800	0.2	\$ 160.00	Rev. ems re mediator availability
12/28/23	\$800	0.5	\$ 400.00	Rev. ems re mediation dates
1/2/24	\$800	0.2	\$ 160.00	Rev. em exch w/mediator office
1/3/24	\$800	0.2	\$ 160.00	Rev. docs from mediator office
1/3/24	\$800	0.4	\$ 320.00	Rev. em exch re joint report
1/4/24	\$800	0.3	\$ 240.00	Rev. em exch w/WT attorneys
1/8/24	\$800	0.1	\$ 80.00	Rev. 1/8/24 Minute Order
3/15/24	\$800	0.2	\$ 160.00	Rev. ems fr WT attorneys
3/18/24	\$800	0.3	\$ 240.00	Internal ems re WT settlement / impact on case
4/3/24	\$800	0.1	\$ 80.00	Rev. em re informal disco
4/22/24	\$800	0.1	\$ 80.00	Rev. em re mediation invoice
5/1/24	\$800	0.1	\$ 80.00	Rev. em re informal disco
5/2/24	\$800	0.3	\$ 240.00	Rev. em exch re informal disco
5/7/24	\$800	0.1	\$ 80.00	Rev. em re informal disco
5/8/24	\$800	0.6	\$ 480.00	Rev. em exch re mediation continuance and internal ems re same
5/13/24	\$800	0.5	\$ 400.00	Rev. em exch re mediation dates
5/14/24	\$800	0.5	\$ 400.00	Rev. em exch w/mediator office re cancellation and internal ems re same
5/15/24	\$800	0.3	\$ 240.00	Rev. em exch re new mediation dates
5/17/24	\$800	0.4	\$ 320.00	Rev. em exch w/mediator's office and internal ems re same
6/24/24	\$800	0.6	\$ 480.00	Rev. em exch w/mediator's office and internal ems re payment
6/25/24	\$800	0.4	\$ 320.00	Rev. ems re prior mediator payment/refund and internal em re same
6/26/24	\$800	0.4	\$ 320.00	Rev. ems re mediation refund
6/27/24	\$800	0.3	\$ 240.00	Rev. ems re refund and internal em re same

Thi Phan and Anh Truong v. Balt USA, LLC

(Orange County Superior Court Case Nos. 30-2023-01339331-CU-OE-CC and 30-2023-01339949-CU-OE-CC)

6/28/24	\$800	0.1	\$ 80.00	Rev. em re refund
7/1/24	\$800	0.3	\$ 240.00	Rev. em exch re joint report
7/9/24	\$800	0.3	\$ 240.00	Rev. em re continuance and coverage
7/9/24	\$800	0.1	\$ 80.00	Rev. 7/9/24 Minute Order
8/7/24	\$800	0.1	\$ 80.00	Rev. em re informal disco
8/12/24	\$800	0.6	\$ 480.00	Em exch re refund
8/14/24	\$800	0.2	\$ 160.00	Rev. em exch re informal disco
8/23/24	\$800	0.1	\$ 80.00	Rev. em re doc production
8/23/24	\$800	0.6	\$ 480.00	Rev. data production
8/26/24	\$800	0.1	\$ 80.00	Rev. em re doc production
8/26/24	\$800	0.9	\$ 720.00	Rev. doc production
8/27/24	\$800	0.5	\$ 400.00	Rev. em exch re informal disco
8/28/24	\$800	0.2	\$ 160.00	Rev. em exch re informal disco
8/29/24	\$800	1.3	\$ 1,040.00	Em exch re mediation brief and claims
8/29/24	\$800	2.7	\$ 2,160.00	Rev. mediation brief
9/3/24	\$800	6.6	\$ 5,280.00	Prepare for and attend mediation
9/3/24	\$800	0.5	\$ 400.00	Rev. / discuss mediator's proposal
9/4/24	\$800	0.2	\$ 160.00	Internal em exch re calendaring
9/13/24	\$800	0.3	\$ 240.00	Em exch re mediator proposal
9/25/24	\$800	0.2	\$ 160.00	Rev. ems re mediator proposal acceptance
10/9/24	\$800	0.1	\$ 80.00	Rev. em re settlement agreement
10/10/24	\$800	0.1	\$ 80.00	Rev. em re settlement agreement
10/24/24	\$800	0.7	\$ 560.00	Rev. ems re admin bids
10/25/24	\$800	0.1	\$ 80.00	Rev. em re bid
11/1/24	\$800	0.2	\$ 160.00	Rev. em exch re bids
11/4/24	\$800	0.4	\$ 320.00	Em exch re bids
11/5/24	\$800	0.3	\$ 240.00	Rev. em exch w/admin
11/6/24	\$800	0.3	\$ 240.00	Rev. ems re settlement and joint report
11/12/24	\$800	0.1	\$ 80.00	Rev. em re settlement agreement
11/12/24	\$800	0.1	\$ 80.00	Rev. 11/12/24 Minute Order
11/20/24	\$800	0.1	\$ 80.00	Rev. em re settlement agreement status

Thi Phan and Anh Truong v. Balt USA, LLC

(Orange County Superior Court Case Nos. 30-2023-01339331-CU-OE-CC and 30-2023-01339949-CU-OE-CC)

11/22/24	\$800	0.2	\$ 160.00	Em exch re settlement agreement status
12/4/24	\$800	0.1	\$ 80.00	Rev. em re settlement agreement status
12/11/24	\$800	0.1	\$ 80.00	Rev. em re settlement agreement status
12/12/24	\$800	0.1	\$ 80.00	Rev. em fr OC re settlement agreement status
12/17/24	\$800	0.1	\$ 80.00	Rev. em re settlement agreement status
12/18/24	\$800	0.1	\$ 80.00	Rev. em fr OC re settlement agreement
12/26/24	\$800	0.2	\$ 160.00	Rev. em exch re edits
1/6/25	\$800	0.1	\$ 80.00	Rev. em re settlement agreement status
1/16/25	\$800	0.6	\$ 480.00	Rev. em exch re settlement agreement status
1/20/25	\$800	0.1	\$ 80.00	Rev em re edit
1/29/25	\$800	0.1	\$ 80.00	Rev em re edit
1/30/25	\$800	0.1	\$ 80.00	Rev. em re MPA draft
1/31/25	\$800	0.7	\$ 560.00	Rev. ems re MPA drafts, SA signatures
2/6/25	\$800	0.2	\$ 160.00	Rev. Notice of Case Reassignment
2/10/25	\$800	0.1	\$ 80.00	Rev. em re MPA edits
2/11/25	\$800	0.6	\$ 480.00	Rev. em exch re declarations ISO MPA
2/13/25	\$800	0.4	\$ 320.00	Rev. em exch re MPA filing
2/18/25	\$800	1.7	\$ 1,360.00	Em exch re MPA filing
2/21/25	\$800	0.1	\$ 80.00	Rev. em w/mail
3/4/25	\$800	0.2	\$ 160.00	Rev. Notice of continuance
5/15/25	\$800	0.2	\$ 160.00	Em exch re new hearing date
5/16/25	\$800	0.2	\$ 160.00	Rev. em exch re continuance
6/12/25	\$800	0.2	\$ 160.00	Rev. em exch re continuance
6/16/25	\$800	0.3	\$ 240.00	Rev. Em exch re revisions
6/17/25	\$800	0.7	\$ 560.00	Rev. em exch re notice of entry of order
6/26/25	\$800	0.6	\$ 480.00	Rev. Em exch re joint report, service list
6/27/25	\$800	0.1	\$ 80.00	Rev. em re joint report
7/1/25	\$800	0.1	\$ 80.00	Rev. 7/1/25 Minute Order
7/29/25	\$800	0.5	\$ 400.00	Rev. em exch re suppl brief
8/7/25	\$800	1.0	\$ 800.00	Em exch re suppl brief
8/8/25	\$800	0.9	\$ 720.00	Em exch re suppl brief and SA

Thi Phan and Anh Truong v. Balt USA, LLC

(Orange County Superior Court Case Nos. 30-2023-01339331-CU-OE-CC and 30-2023-01339949-CU-OE-CC)

8/11/25	\$800	1.3	\$ 1,040.00	Em exch re suppl brief
8/12/25	\$800	2.1	\$ 1,680.00	Em exch re filing suppl brief
8/13/25	\$800	0.8	\$ 640.00	Rev. em exch re service, order revisions
9/3/25	\$800	0.6	\$ 480.00	Em exch re order
9/4/25	\$800	0.3	\$ 240.00	Rev em re tentative and internal ems re same
9/5/25	\$800	0.9	\$ 720.00	Rev. em exch re revised filing
9/19/25	\$800	0.4	\$ 320.00	Rev em exch re notice of entry of order
9/25/25	\$800	0.1	\$ 80.00	Rev em re service
9/26/25	\$800	1.0	\$ 800.00	Rev em exch re timeline and internal em re same
9/29/25	\$800	0.2	\$ 160.00	Rev em to admin
9/30/25	\$800	0.2	\$ 160.00	Rev em exch w/admin
10/1/25	\$800	0.1	\$ 80.00	Rev em fr admin
10/2/25	\$800	0.3	\$ 240.00	Rev em exch re admin
10/6/25	\$800	0.2	\$ 160.00	Rev em fr admin
10/7/25	\$800	0.1	\$ 80.00	Rev em fr admin re timeline
10/8/25	\$800	0.2	\$ 160.00	Rev. em exch w/admin
10/10/25	\$800	0.1	\$ 80.00	Rev em fr admin
11/3/25	\$800	0.2	\$ 160.00	Rev em fr admin re prelim calcs and internal em re same
11/4/25	\$800	0.1	\$ 80.00	Rev em re costs
11/12/25	\$800	0.1	\$ 80.00	Rev em fr admin
11/21/25	\$800	0.1	\$ 80.00	Rev em fr admin
12/1/25	\$800	0.5	\$ 400.00	Rev em exch w/admin and internal em re same
12/2/25	\$800	0.2	\$ 160.00	Rev timeline fr admin and internal em re same
12/9/25	\$800	0.1	\$ 80.00	Rev em re notice mailing
12/16/25	\$800	0.1	\$ 80.00	Rev weekly report
12/23/25	\$800	0.1	\$ 80.00	Rev weekly report
12/30/25	\$800	0.1	\$ 80.00	Rev weekly report
1/6/26	\$800	0.1	\$ 80.00	Em re costs
TOTAL:	--	58.6	\$46,880.00	

Thi Phan and Anh Truong v. Balt USA, LLC

(Orange County Superior Court Case Nos. 30-2023-01339331-CU-OE-CC and 30-2023-01339949-CU-OE-CC)

**Crosner Legal Time Report Detailed
Zachary Crosner**

Date	Hourly Rate	Time Spent	Fee	Description of Work Performed
4/26/2023	\$850.00	0.8	\$680.00	Review intake, discuss case potential internally
5/17/2023	\$850.00	2.2	\$1,870.00	Review additional follow up intake, research defendant entities, pre-existing/overlapping case research/discussion, claim evaluation, next steps, etc.
5/21/2023	\$850.00	3.5	\$2,975.00	Review/revise PAGA Notice
7/19/2023	\$850.00	1.1	\$935.00	Discussion re failure to produce records, review entities again, review follow up letter
7/25/2023	\$850.00	0.4	\$340.00	Review OC's email; discussion re personnel file production status
7/26/2023	\$850.00	1.5	\$1,275.00	Research & internal discussion about whether applicable arbitration agreement and what claims to incl in complaint
7/29/2023	\$850.00	2.7	\$2,295.00	Review/revise PAGA/Class complaints
7/30/2023	\$850.00	2.1	\$1,785.00	Further review PAGA/Class complaints
8/8/2023	\$850.00	0.8	\$680.00	Review internal case assignment/discussion w/ attorneys
9/15/2023	\$850.00	0.3	\$255.00	Review joint stip to consolidate actions
11/1/2023	\$850.00	0.2	\$170.00	Review Court's order re. joint stip to consolidate

Thi Phan and Anh Truong v. Balt USA, LLC

(Orange County Superior Court Case Nos. 30-2023-01339331-CU-OE-CC and 30-2023-01339949-CU-OE-CC)

11/18/2023	\$850.00	1.1	\$935.00	Review/revise plaintiff's written discovery drafts
11/21/2023	\$850.00	0.8	\$680.00	Review Def's Answer
12/10/2023	\$850.00	1.2	\$1,020.00	Discussion re mediation, informal discovery requests review
3/19/2024	\$850.00	0.6	\$510.00	Internal discussion re wrongful termination/discrimination case, impact, strategy for mediation, etc.
8/24/2024	\$850.00	4.4	\$3,740.00	Review data production, additional research & internal discussion
8/27/2024	\$850.00	5.8	\$4,930.0	Review/revise mediation brief & data production, additional research/internal discussion/pre-mediation prep
2/14/2025	\$850.00	1.5	\$1,275.00	Review Prelim Approval docs
TOTAL:	--	31.0	\$26,350.00	--

Thi Phan and Anh Truong v. Balt USA, LLC

(Orange County Superior Court Case Nos. 30-2023-01339331-CU-OE-CC and 30-2023-01339949-CU-OE-CC)

**Crosner Legal Time Report Detailed
Sepideh Ardestani**

Date	Hourly Rate	Time Spent	Fee	Description of Work Performed
8/1/23	\$800	0.5	\$400	Review case file: LWDA letter, complaint
8/3/23	\$800	1.2	\$960	Call with each client re introduction and case process
9/18/23	\$800	0.9	\$720	Draft stip to consolidate class and paga actions
11/21/23	\$800	0.1	\$80	Review email from OC re answer
11/21/23	\$800	0.5	\$400	Review Def's answer to complaint
11/22/23	\$800	3.5	\$2800	Draft disco in paga action
12/8/23	\$800	0.4	\$320	Call with OC
12/22/23	\$800	0.8	\$640	Draft jt statement for cmc in class action
1/3/24	\$800	0.8	\$640	Draft jt statement re cmc in paga action
1/7/24	\$800	3.5	\$2800	Draft discovery in class action
1/9/4	\$800	0.4	\$320	Review court's minute order
3/13/23	\$800	0.4	\$320	Call with OC re mediation
3/15/24	\$800	0.8	\$640	Draft informal discovery requests
4/1/24	\$800	5.5	\$4400	Review informal discovery provided by Def for mediation
4/25/24	\$800	8.5	\$6800	Research and prepare mediation brief
4/26/24	\$800	0.5	\$400	Emails/calls with expert re damage model for mediation
6/4/24	\$800	0.8	\$640	Draft jt statement for cmc

Thi Phan and Anh Truong v. Balt USA, LLC

(Orange County Superior Court Case Nos. 30-2023-01339331-CU-OE-CC and 30-2023-01339949-CU-OE-CC)

7/1/24	\$800	0.8	\$640	Draft jt statement for cmc
7/10/24	\$800	0.4	\$320	Review court's minute order
9/3/24	\$800	8.5	\$6800	Mediation with Tagore Subramaniam
1/31/25	\$800	6.5	\$5200	Draft class and paga SA
2/11/25	\$800	6.2	\$4960	Review revise MPA, SA decl, PO, client decls
7/1/25	\$800	0.1	\$80	Review 7/1/25 Minute Order
7/29/25	\$800	0.5	\$400	Email with OC re suppl brief
8/7/25	\$800	1.0	\$800	Email with managing partner re suppl brief
8/8/25	\$800	0.9	\$720	Email with managing partner re suppl brief and SA
8/11/25	\$800	0.3	\$240	Email with atty Donelly re suppl brief
8/12/25	\$800	0.3	\$240	Email with atty Donelly re suppl brief
9/4/25	\$800	0.3	\$240	Email re tentative and internal emails re same
9/5/25	\$800	0.9	\$720	Review email exch re revised filing
9/19/25	\$800	0.4	\$320	Email exch re notice of entry of order
9/25/25	\$800	0.1	\$80	Email re service
9/26/25	\$800	1.0	\$800	Email exch re timeline and internal email re same
9/29/25	\$800	0.2	\$160	Email to admin
9/30/25	\$800	0.2	\$160	Email exch w/admin
10/1/25	\$800	0.1	\$80	Email from admin
10/2/25	\$800	0.3	\$240	Email exchange re admin
10/6/25	\$800	0.2	\$160	Email from admin
10/7/25	\$800	0.1	\$80	Email fr admin re timeline

Thi Phan and Anh Truong v. Balt USA, LLC

(Orange County Superior Court Case Nos. 30-2023-01339331-CU-OE-CC and 30-2023-01339949-CU-OE-CC)

10/8/25	\$800	0.2	\$160	Email exch w/admin
10/10/25	\$800	0.1	\$80	Email fr admin
11/3/25	\$800	0.2	\$160	Rev email fr admin re prelim calcs and internal em re same
11/4/25	\$800	0.1	\$80	Email re costs
11/12/25	\$800	0.1	\$80	Email fr admin
11/21/25	\$800	0.1	\$80	Email fr admin
12/1/25	\$800	0.5	\$400	Email exch w/admin and internal em re same
12/2/25	\$800	0.2	\$160	Rev timeline fr admin and internal em re same
12/9/25	\$800	0.1	\$80	Rev em re notice mailing
12/16/25	\$800	0.1	\$80	Rev weekly report
12/23/25	\$800	0.1	\$80	Rev weekly report
12/30/25	\$800	0.1	\$80	Rev weekly report
1/6/26	\$800	0.1	\$80	Em re costs
	TOTAL:	--	59.6	\$48,400

Crosner Legal Time Report Detailed

Thi Phan and Anh Truong v. Balt USA, LLC

(Orange County Superior Court Case Nos. 30-2023-01339331-CU-OE-CC and 30-2023-01339949-CU-OE-CC)

Branden Hamilton

Date	Hourly Rate	Time Spent	Fee	Description of Work Performed
5.1.23	\$650	.1	\$65	Review intake submission
5.3.23	\$650	.1	\$65	Review internal correspondence re records request
5.17.23	\$650	.1	\$65	Review internal emails re retainer agreements
5.22.23	\$650	7.1	\$4,615	Review clients' files/claims/deft research, draft PAGA Notice, internal discussions re draft, prepare email for filing and mailing of paga notice
5.23.23	\$650	.1	\$65	Review response to email re filing/service, calendaring/internal correspondence re same
7.31.23	\$650	.2	\$130	Review PAGA Complaint filing docs, internal email correspondence re same
8.2.23	\$650	.1	\$65	Review internal emails re Class Complaint filing
TOTAL:	\$650	7.8	\$5,070.00	

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

Date	Hourly Rate	Time Spent	Fee	Description of Work Performed
1/30/25	\$950	4.5	\$4,275	Work on initial draft of preliminary approval motion
2/4/25	\$950	2.7	\$2,565	Continue working on preliminary approval motion
2/18/25	\$950	1.0	\$950	Finalize and file preliminary approval motion
6/12/25	\$950	0.2	\$190	Review tentative ruling on preliminary approval

Thi Phan and Anh Truong v. Balt USA, LLC

(Orange County Superior Court Case Nos. 30-2023-01339331-CU-OE-CC and 30-2023-01339949-CU-OE-CC)

				motion
8/5/25	\$950	1.3	\$1,235	Work on supplemental declarations re preliminary approval
8/13/25	\$950	0.5	\$475	Finalize and file supplemental briefing
9/3/25	\$950	0.2	\$190	Review tentative ruling on preliminary approval motion
1/25/26	\$950	3.8	\$3,610	Work on final approval motion
2/2/26	\$950	2.0	\$1,900	Final revisions to final approval motion
2/17/26	\$950	1.0	\$950	Finalize and file final approval motion
TOTAL:	--	18.2	\$17,290	

**Crosner Legal Time Report Detailed
Kiara Bramasco**

Date	Hourly Rate	Time Spent	Fee	Description of Work Performed
5.3.23	\$650	.2	\$130	Emails re records request
5.22.23	\$650	.8	\$520	Review of PAGA Notice
5.26.23	\$650	.2	\$130	Internal emails re case file
7.29.23	\$650	6.2	\$4,030	Drafting PAGA complaint
8.2.23	\$650	4.3	\$2,795	Drafting Class complaint and emails re filing
TOTAL:	--	11.7	\$7,605	

Exhibit 3



www.momentumadr.com
info@momentumadr.com
2904 Beach Ave.
Venice, CA 90291

INVOICE

BILL TO
Crosner Legal, PC

INVOICE 1420
DATE 05/17/2024
TERMS Due on receipt
DUE DATE 05/17/2024

CASE NAME
Phan/Truong v. Balt USA, LLC

MEDIATION DATE
09/03/2024

CASE NUMBER
24-0813

DESCRIPTION	AMOUNT
Your share of Mediation Services – Tagore Subramaniam	8,500.00

Case Name: Phan/Truong v. Balt USA, LLC
Mediation Date: 09/03/2024
Case Number: 24-0813

Payment Options:

1. Echeck
<https://secure.lawpay.com/pages/momentumadr/operating>
2. Credit Card
<https://secure.lawpay.com/pages/momentumadr/operating>
3. Mail Check to:
Momentum ADR
2904 Beach Avenue
Venice, CA 90291

BALANCE DUE

\$8,500.00



Berger Consulting Group
P.O. Box 261954
Encino, CA 91426

DATE: 9/9/2024
INVOICE # 10701
FOR: *Truong v Balt USA*

Bill To:
Crosner Legal

DESCRIPTION	AMOUNT
Truong v Balt USA (7.30 hours @ 650/hr Rate)	\$ 4,745.00
TOTAL	\$ 4,745.00

Please make all checks payable to: Berger Consulting Group, LLC
P.O. Box 261954
Encino, CA 91426

Thank you for your business.

INVOICE