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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF RIVERSIDE**

17
18 PEDRO CEDENO, as an individual on behalf
of himself and on behalf of all others similarly
19 situated,

20 Plaintiff,

21 vs.

22 SANNIPOLI CORPORATION, a
California Corporation; MATTHEWS
23 INTERNATIONAL CORPORATION, a
Pennsylvania Corporation; THE YORK
24 GROUP, INC., a Delaware Corporation; and
DOES 1-100, inclusive,

25 Defendants.
26 _____
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28

) Lead Case No. CVRI2303826
)
) [Consolidated with Case Nos. CVRI2304132;
) CVRI2304915; and CVRI2306853]

) Assigned for All Purposes To:
) Judge: Harold W. Hopp
) Dept: 1

) **DECLARATION OF CHAD SAUNDERS**
) **IN SUPPORT OF MOTION FOR FINAL**
) **APPROVAL OF CLASS ACTION**
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS

Date: January 15, 2025
Time: 8:30 a.m.
Dept. 1

1 I, CHAD SAUNDERS, declare as follows:

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

5 **FACTUAL BACKGROUND AND PROCEDURAL POSTURE**

6 2. Sannipoli Corp., which at the relevant times did business as Whited Cemetery Service,
7 manufactures in-ground concrete burial vaults and other burial products in California. In or around
8 January 2021, Sannipoli was acquired by Defendant The York Group, Inc. (which in turn is owned
9 by Defendant Matthews International Corp.). Plaintiff Cedenio was employed by Sannipoli/Whited
10 as a non-exempt employee with a job title of laborer and quality control inspector from in or around
11 April 2022, through April 25, 2023. He worked for Whited at its Menifee, California location.

12 3. Plaintiffs allege Defendants committed a number of Labor Code violations. First, they
13 claim Sannipoli utilized a rounding policy that resulted in systematic underpayment of wages, and
14 further that Sannipoli did not pay Plaintiffs and Class Members overtime at the regular rate of pay
15 and failed to incorporate, inter alia, non-discretionary bonuses into the regular rate for pay. Next
16 Plaintiffs alleged Sannipoli did not provide second meal periods when employees worked more than
17 10 hours in a workday, and also did not permit employees to take off-duty rest breaks because
18 Defendants' policy states that employees "must remain on the facility premises" during rest breaks.
19 Plaintiffs also alleged they incurred unreimbursed expenses such as use of personal telephones and
20 personal vehicles on company business. Finally, Plaintiffs alleged Sannipoli did not list the name of
21 the legal entity that was the employer on Class Members' wage statements but instead identified the
22 dba "Whited Cemetery Service" as the employer even though no such legal entity exists.

23 4. Based on these allegations, Plaintiffs collectively filed several complaints against
24 Defendants. First, on July 26, 2023, Plaintiff Cedenio filed a putative class action, case number
25 CVRI2303826, alleging (1) violation of California Labor Code §§ 1194, 1197, and 1197.1 (unpaid
26 minimum wages); (2) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (3)
27 violation of Labor Code §§ 226.7 and 512 (a) (unpaid meal period premiums); (4) violation of Labor
28 Code § 226.7 (unpaid rest period premiums); (5) violation of Labor Code § 226(a) (non-compliant

1 wage statements); (6) violation of Labor Code §§ 201 and 202 (final wages not timely paid); (7)
2 violation of Labor Code §§ 2800 and 2802 (unreimbursed business expenses); (8) violation of
3 Business & Professions Code §§ 17200, et seq. On August 11, 2023, after notice to Labor &
4 Workforce Development Agency (“LWDA”), Plaintiff Cedeno filed a separate complaint seeking
5 civil penalties under PAGA based on the same alleged Labor Code violations.

6 5. On September 18, 2023, Plaintiff Padilla filed a putative class action complaint in
7 Riverside County Superior Court against Defendants, case number CVRI2304915, alleging largely
8 the same Labor Code violations as the Cedeno Class Action. On December 21, 2023, Padilla filed a
9 second complaint under PAGA in Riverside County Superior Court against Defendants, case number
10 CVRI2306853.

11 6. On February 8, 2024, the Parties filed a stipulation to consolidate all of the above
12 complaints into a single action, with the lead Case Number CVRI2303826. On February 20, 2024
13 the Court granted the stipulation and ordered the complaints to be consolidated for the purposes of
14 settlement and approval.

15 7. Defendants have at all times denied Plaintiffs’ collective allegations and maintained
16 their timekeeping and payroll policies accurately track and pay for all hours worked by its employees
17 and at the correct rates of pay. Defendants further contend they provided employees with all required
18 meal and rest breaks on a fully compliant basis, and reimbursed any reasonable and necessary
19 business expenses as required under California law. Defendants also argued the case cannot be
20 maintained as any kind of class or representative action, emphasizing for example that to the extent
21 class members missed meal and/or rest breaks, or that such breaks were non-compliant, it was
22 intermittent and infrequent and evidence of such missed breaks would be purely anecdotal, and
23 therefore individualized issues predominate and trial on a representative basis would be
24 unmanageable.

25 8. After Plaintiffs filed their respective complaints, and after agreeing to participate in
26 early mediation, the Parties engaged in formal and informal discovery to facilitate an exchange of
27 information necessary to engage in a meaningful mediation. Consequently, Plaintiffs’ counsel
28 reviewed payroll records, personnel policies/handbooks, compensation policies, personnel files, and

1 a random of sampling paystubs and time records for about 20% of the class. Defendants also provided
2 documents reflecting their wage and hour policies and practices, and data regarding the total number
3 of current and former employees, the estimated total amount of workweeks and pay periods they
4 worked, and average hourly pay rates, among other relevant data. Plaintiffs had that information
5 reviewed and analyzed by Berger Consulting Group to assist with evaluating things such as time
6 allegedly lost to due rounding, meal period violation rates, etc., and to prepare a damages model.

7 9. The Parties then engaged Louis Marlin, Esq., a highly respected mediator with
8 extensive wage and hour class action experience and, in January 2024, participated in a full day
9 global mediation with Mr. Marlin. Throughout the day, the arms-length negotiations were hard-
10 fought and adversarial as the Parties exchanged extensive information on their legal and factual
11 positions, and made numerous offers and counter-offers. After a full day of negotiations, the Parties
12 reached agreement on all major issues in all cases and thereafter prepared the Settlement Agreement
13 now before the Court for approval.

14 **THE PROPOSED SETTLEMENT TERMS**

15 10. Under the settlement, Defendants will pay \$900,000 into a common fund, the Gross
16 Settlement Amount. Reasonable attorney's fees of up to \$300,000 (33 1/3% of the GSA), actual
17 litigation costs not to exceed \$25,000 (only \$22,259.19 is requested), enhancement awards to
18 Plaintiffs of up to \$10,000 each, settlement administration costs of \$12,890, and \$60,000 for civil
19 penalties under PAGA (of which 75%, or \$45,000, will go to the Labor & Workforce Development
20 Agency, and 25%, or \$15,000 will go to the PAGA Employees) all will be paid from the Gross
21 Settlement Amount. The remainder of approximately \$484,850 will be allocated among the
22 Settlement Class Members based on their total weeks worked during the Class Period. No portion of
23 the Gross Settlement Amount will revert to Defendants.

24 11. This is a cash settlement that does not require Settlement Class Members to submit a
25 claim form to receive their settlement share. Settlement Class Members will receive their settlement
26 checks automatically via First Class U.S. Mail. Twenty five percent of each settlement share will be
27 allocated to wages and the remaining seventy five percent will be allocated to expense
28 reimbursement, penalties and interest. Defendants will pay any and all applicable employer-side

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

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

15 13. All Settlement Class Members will release Defendants from all claims alleged in the
16 operative complaint, or that could have been brought based on the factual allegations in the complaint
17 during the Class Period. Plaintiffs and the LWDA will release those PAGA claims alleged in the
18 PAGA notice to the extent alleged in the FAC. The Class and PAGA releases are limited to the claims
19 that were actually pleaded or could have been pleaded based on the alleged facts in the FAC, and
20 PAGA notice for the PAGA claims. Only Plaintiffs will provide a full general release of all claims.

21 14. As noted, the Parties allocated \$60,000 from the GSA to resolution of Plaintiffs'
22 claims under PAGA, and Plaintiffs submit that amount is fair, reasonable, and adequate, and
23 consistent with PAGA's underlying purposes. As required by Labor Code section 2699(l)(2), my
24 office gave notice of the settlement and final approval hearing to the LWDA via its online portal.
25 Attached hereto as Exhibit 1 is the LWDA's acknowledgement of receipt.

26 15. Prior to mediation, the parties engaged in both formal and informal discovery to
27 facilitate settlement discussions. As a result, Plaintiffs reviewed documents and information
28 regarding Defendants' payroll practices, a representative sampling of pay stubs and time records for

1 about 20% of the class members, applicable compensation plans, meal and rest break policies, etc.,
2 and information from Defendants regarding class size and breakdown, number of work weeks/pay
3 periods, average rates of pay, and other information used to formulate a damages model. Plaintiffs
4 then had that information reviewed with the assistance of a consulting expert. Plaintiffs' counsel are
5 confident they obtained sufficient information to understand the law and facts of this case and make
6 an informed decision regarding the proposed settlement and whether it is fair and reasonable.

7 16. Using the data obtained from Defendants, Plaintiffs ran various calculations and
8 estimated Defendants' likely maximum exposure on the class claims at approximately **\$4.730**
9 million, including about \$78,600 on the unpaid wage/rounding claim, \$17,000 on the underpaid
10 overtime/regular rate claims, \$630,500 on the meal break claims, \$1,531,000 on the rest break claims,
11 \$190,090 on the unreimbursed expense claims, \$670,000 on the wage statement claims, and
12 \$1,613,000 on the waiting time penalty claims.

13 17. First, on their unpaid wage claims, Plaintiffs allege Defendants' compensation plans
14 failed to pay for all hours worked and particularly that Defendants rounded employee time punches
15 such that the class members systematically lost hours worked as a result. Per Plaintiffs' experts'
16 analysis, around 79% of the class members lost time due to rounding, and the overall class lost nearly
17 3,000 hours of pay. In response, Defendants argued their timekeeping and payroll policies accurately
18 tracked and paid for all employee time, and that any rounding was entirely neutral in its overall
19 impact on employee pay and thus permissible. Thus, per Defendants, any time rounding resulted in
20 no loss of compensable time or pay to the class members. On the regular rate claim, Plaintiffs alleged
21 employees were not paid all overtime wages due because Defendants did not include certain forms
22 of compensation, primarily non-discretionary bonus payments, in the "regular rate of pay" used to
23 calculate the correct overtime rate. As a result, Plaintiffs contend Defendants frequently underpaid
24 the Class Members for their overtime. While Plaintiffs believe this is one of their stronger claims,
25 they also recognize the exposure is nominal, as the amount lost typically is only a few dollars per
26 work week.

27 18. On the meal break claims, Plaintiffs primarily contend there are numerous "de
28 facto" violations for missed, late, and short meal periods. Per Plaintiffs, his experts' review of the

time records produced suggested a violation rate of around 43% for missed and non-compliant meal periods, including missed second lunches on 10+ hour shifts. In response, Defendants argued their break policies are fully compliant with California law, that it provided class members with the opportunity to take all required breaks, and that many class members waived second meal periods. Defendants further maintained that, in light of its compliant policies, whether a class member missed a meal period, received a late meal period, or missed a rest break would have been aberrational and against company policy. Thus, per Defendants, these issues are not amenable to class or representative treatment since their resolution would require individualized inquiries as to why a break was missed or non-compliant. Further, Defendants emphasized it paid thousands in premium wages for documented violations.

19. For rest breaks, Plaintiffs again argued that there were numerous “de facto” violations where class members didn’t receive a break (especially third breaks), or didn’t receive a compliant break/had their breaks interrupted by supervisors. Plaintiffs further argued Defendants’ policies prohibited them from leaving the premises while on a rest break. As with meal breaks, Defendants argued the applicable rest break policies complied with California law, and that it authorized and permitted employees to take all required breaks. Defendants further contended that, in light of the fact that it is not required to maintain a record of rest periods, any evidence of failure to authorize rest periods and/or discouragement from taking rest periods would be purely anecdotal and individual issues would predominate on liability. This arguably would once again make class certification and a trial unmanageable since the number of instances an employee missed a rest break, or had a break interrupted, would have to be tested on a case by case basis to determine compliance.

20. On the expense reimbursement claim, Plaintiffs allege that use of personal cellular phones was necessary and consequential to their employment duties for purposes of communicating with supervisors. Defendants did not reimburse employees for the cost associated with the use of the personal cellular phones for Defendants’ benefit. Plaintiffs further argued class members occasionally had to drive their personal vehicles for work purposes but did not receive any reimbursement. In response, Defendants argued it provided employees with all tools and equipment

1 necessary to perform their job duties, and to the extent employees used their own phones while at
2 work it was purely for personal convenience, was not necessary to their employment, and therefore
3 was not reimbursable. Similarly, per Defendants there would be no need for class members to use
4 their personal vehicles on company business.

5 21. As far as the wage statement claim, Plaintiffs allege Defendants' wage statements
6 violated Section 226(a)(8) on their face because they do not identify the actual legal entity that
7 employed the class members. Plaintiffs further allege derivative claims under Labor Code § 226
8 (inaccurate wage statements) and §§ 201-203 (waiting time penalties). These derivative claims are
9 based on the unpaid wage claims and will rise or fall along with those primary claims, in addition to
10 being subject to "good faith" and other defenses available to Defendants. Defendants argued further
11 that the wage statements accurately contained all required information, and that acted in good faith
12 all times with respect to payment of wages. Accordingly, Plaintiffs discounted these claims
13 significantly in light of these multiple potential defenses.

14 22. As far as potential PAGA liability, the alleged aggrieved employees theoretically are
15 entitled to penalties totaling about **\$3.38** million should Plaintiffs prevail on all claims, establish
16 violations of the multiple Labor Code sections at issue, and secure the maximum penalty on all claims
17 as to all pay periods at issue. This estimate includes \$741,700 on the unpaid wage/rounding claim
18 (7,417 pay periods with a violation * \$100/violation), \$37,100 on the regular rate claim (371 pay
19 periods * \$100/pay period), \$380,700 on the meal break claims (3,807 pay periods * \$100/violation),
20 \$741,700 on the rest break claims, (7,417 pay periods with a violation * \$100/violation), \$741,700
21 on the wage statement claims (7,417 pay periods with a violation * \$100/violation); \$741,700 on the
22 expense reimbursement claims (7,417 pay periods with a violation * \$100/violation); and \$15,700
23 on the unpaid wages at discharge claim (157 pay periods * \$100/pay period). As with the class claims,
24 Plaintiffs discounted the potential PAGA penalties based on Defendants' various defenses on the
25 merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to
26 award penalties at all. Accordingly, the Parties allocated \$60,000 to PAGA penalties.

27 23. As with the class claims, Plaintiffs discounted the potential PAGA penalties based on
28 Defendants' various defenses on the merits, as discussed in detail above. We also accounted for the

argument that any trial under PAGA would be unmanageable due to individualized issues, and further accounted for the Court's wide discretion to reduce any penalties awarded, or to decline to award penalties at all. In this regard, there was no evidence suggesting any of the alleged Labor Code violations were intentional in Defendants' part, and we also noted that Defendants are a modest sized company and that imposition of a large penalty award likely would be deemed unjust and oppressive and potentially jeopardize Defendants' ability to continue operations. Accordingly, at mediation the Parties negotiated an allocation of \$60,000 to PAGA penalties, and I submit this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

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

25. Taking into account all of the above-discussed risk factors, Plaintiffs calculated Defendants' exposure on the class claims at around **\$1,182,000** on a risk-discounted basis (which is about an 80% discount off of the theoretical maximum) and, accordingly, the settlement represents a little under 77% of the estimated recovery after trial. Given Defendants' multi-layered defenses and all other potential risks of continued litigation, a total recovery for the class of \$900,000, which will result in average award of over \$1,045 per class member, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

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1 Cedenó with respect to these matters, our efforts included: (1) extensive pre-lawsuit
2 investigation of the claims of Plaintiff and the putative class, including legal research, obtaining
3 Plaintiff's employment records, research into similar claims and claims against other employers in
4 the same industry, and attempts to locate and contact other Fraiche employees; (2) drafting a
5 PAGA notice letter; (3) drafting the initial complaints and related documents; (4) case
6 management, including communications with defense counsel, meeting and conferring/preparing
7 case management statements, etc.; (5) lengthy discussions with defense counsel regarding
8 settlement/mediation and informal discovery needed for meaningful settlement discussions;
9 (6) engaging in substantial informal discovery, including propounding informal discovery
10 "requests" and reviewing documents and other information produced; (7) drafting a mediation brief
11 and accompanying damages model after review and analysis of defendant's informal discovery
12 production; (8) attending an all-day mediation; (9) negotiating and drafting the settlement
13 agreement and related documents; (10) drafting the motion for preliminary approval and attending
14 the hearing thereon; (11) administration of the settlement, including addressing application of the
15 escalator clause, communications with the Settlement Administrator and settlement class members;
16 (12) drafting the motion for final approval and motion for attorney's fees, and attending the final
17 approval hearing; and (13) extensive communications with the Plaintiff regarding case status, case
18 investigation and document review, mediation, and settlement terms. Additionally, Class Counsel
19 will incur additional time to attend the final approval hearing and following final approval to, inter
20 alia, respond to class member inquiries, work with the Settlement Administrator on the distribution
21 of settlement funds, and on the compliance hearing. Attached hereto as Exhibit 2 is a true and
22 correct summary of Crosner Legal's work performed and time expended.

23 30. I received a Bachelor of Arts in Philosophy from the University of Maryland
24 Baltimore County in 2001 and a Juris Doctor from New College of California School of Law in 2008.
25 While a law student, I completed 600 hours of public interest law apprenticeship, at Legal Services
26 for Children, Disability Rights California, and as a Certified Legal Intern with the Bay Area Legal
27 Aid Housing Clinic. I have been a member of the California Bar since 2008. Since 2009, I have been
28 a class action attorney, practicing mainly in the area of California wage and hour law, with the firms

1 of Hoffman & Lazear, Kralowec Law P.C., Sundeen Salinas & Pyle, and Hunter Pyle Law. I joined
2 Crosner Legal in May 2021 as a Senior Associate Attorney. In this role I routinely draft complaints
3 and discovery, brief motions, appear before California courts for law and motion and settlement
4 hearings, lead mediation negotiations, and draft settlement approval documents. I also regularly
5 communicate with class members, co-counsel, and opposing counsel. I have represented thousands
6 of employees in both state and federal courts, involving class actions and PAGA claims, and I have
7 assisted in obtaining millions of dollars for employees during my years of practice.

8 31. I have been approved as Class Counsel by numerous courts throughout California,
9 including in the following cases: *Alonzo, et al. v. First Transit, Inc.* (Los Angeles Superior Court
10 case no. BC433932; settled for \$2 million); *Sadiq v. Greatwide Dedicated Transport II, LLC*
11 (Alameda County Superior Court case no. RG15789114; settled for \$762,500); *Kostyuk v.*
12 *Golden State Overnight Delivery Service, Inc.* (Alameda County Superior Court case no.
13 RG14727191; settled for \$1.25 million); *Newcomb, et al. v. J.B. Hunt Transport, Inc.* (Alameda
14 County Superior Court case no. RG16815734; settled for \$750,000); *Hooper v. URS Midwest,*
15 *Inc.*, (San Bernardino Superior Court Case No. CIV DS1607489; settled for approximately \$3
16 million); *Brooks, et al. v. Chariot Transit, Inc.* (San Francisco Superior Court case no. CGC-16-
17 554398; settled for \$750,000); *Austin, et al. v. Foodliner, Inc.* (Northern District of California,
18 case number 16-cv-07185-HSG; settled for \$1.2 million); *Castro, et al. v. ABM Industries, Inc.,*
19 *et al.* (Northern District of California, case number 17-cv-03026-YGR; settled for \$5.4 million);
20 *Benton v. Northern California InAlliance* (Sacramento County Superior Court, case number 34-
21 2021-00293036; settled for \$650,000); *French v. Lonza, Inc.* (Los Angeles County Superior Court,
22 case number 21STCV08097; settled for \$556,500); *McKinnie v. Iron Mountain Secure*
23 *Shredding, Inc., et al.* (Los Angeles Superior County Superior Court, case number
24 21STCV05707; settled for \$1.5 million); and *Bland v. Marin Airporter* (Marin County Superior
25 Court, case number CIV 2003640; settled for \$450,000).

26 32. Zach Crosner is a 2010 graduate of University San Diego School of Law, and has
27 some 13 years of experience as a practicing attorney, all of which have focused on litigation of
28 employment, labor law, consumer, and class action claims. Following graduation, he immediately

1 began working for a nationally recognized plaintiff's complex litigation firm, CaseyGerry, where
2 I had the fortune of working directly with past presidents of the consumer attorneys and
3 recipients of trial attorneys of the year awards. He also worked for former CAALA and CLAY
4 trial attorney of the year recipient, attorney Conal Doyle, as his sole associate attorney. During
5 his tenure at these firms, he focused on advocating for the rights of consumers and employees in
6 class action litigation, civil rights and employment litigation, catastrophic injuries, insurance bad
7 faith and appellate litigation.

8 33. In 2013, Mr. Crosner founded the law firm of Crosner Legal, P.C. which since its
9 inception has focused almost exclusively on wage and hour class actions and other labor and
10 employment law cases representing plaintiffs. Currently, over ninety percent (90%) of his
11 practice is dedicated exclusively to the prosecution of wage and hour class actions, and Crosner
12 Legal is currently responsible as lead counsel or co-lead counsel for prosecuting well over fifty
13 (50) wage and hour class actions and/or PAGA representative actions in both federal and state
14 courts throughout California.

15 34. Mr. Crosner currently is an executive board member of the Wage and Hour
16 Committee and the Legislative Committee for the California Employment Lawyers Association;
17 a member of the Grassroots Advocacy Team for the National Employment Lawyers Association;
18 Wage and Hour Committee member and Class Action Committee member for the National Trial
19 Lawyers; a member of the American Association for Justice; and member of the Pound Civil
20 Justice Institute. He was selected for 2018-20 by Super Lawyers as a "Southern California Rising
21 Star" for employment and labor law.

22 35. Brandon Brouillette is a graduate of Loyola Law School, Los Angeles, from which he
23 received a *juris doctorate* degree in 2009. Prior to attending law school, he attended the University
24 of Southern California, from which he received a bachelors of science in Business Administration
25 in 2006.

26 36. He has been a Partner at Crosner Legal since February 1, 2023. Prior to joining
27 Crosner Legal, he was a Senior Associate and Team Director of a Wage and Hour Litigation Team
28 at Capstone Law APC, which he originally joined as an associate attorney in May 2016.

1 37. Since being admitted to the California State Bar in 2010, Mr. Brouillete's entire
2 legal career has been dedicated to protecting employee and consumer rights through the
3 prosecution of class action and representative actions filed on behalf of plaintiffs in class actions
4 and statewide representative actions. Throughout his career he has managed or co-managed more
5 than 100 class action and PAGA representative cases, from initial filing of the complaint through
6 final resolution.

7 38. In particular, he has served as class counsel in several certified class action cases,
8 including:

- 9 a. *Party City Wage and Hour Cases*, JCCP4781 (class counsel for certified class of non-
10 exempt hourly employees who worked for Defendants in California)
11 b. *Lewis v. Express Messenger Systems*, Los Angeles Superior Court Case No. BC501521
12 (class counsel for certified class of last-mile delivery drivers who were alleged to be
13 misclassified as independent contractors)
14 c. *Ramirez-Vivar v. Grifols Diagnostic Solutions, Inc., et al.*, Alameda County Superior
15 Court, Case No. RG21099519 (class counsel for certified classes of non-exempt hourly
16 employees who worked for Defendants in California)
17 d. *Jones v. LA Live*, Los Angeles County Case No. BC687908 (class counsel for certified
18 issue classes consisting of hourly employees who worked at Staples Center and Nokia
19 Theater)

20 39. The following is a representative sample of settlements in wage and hour class
21 action and PAGA representative cases in which he was listed as an attorney of record and either
22 managed, or co-managed with attorneys at his firm and other co-counsel:

- 23 e. *Cruz v. Walmart*, Los Angeles County Super. Ct. Case No. 18STCV03128 (\$15 million
24 global PAGA settlement on behalf of hourly employees statewide for alleged Labor
25 Code violations.)
26 f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C 15-
27 02051 (\$11 million global PAGA settlement on behalf of over 36,000 employees for
28 Labor Code violations.)

- 1 g. *Gross v. Sodexo*, Kern County Super Ct., Case No. BCV-18-101746 Capstone (\$4.75
2 million class and PAGA settlement on behalf of class of non-hourly employees for
3 Labor Code violations.)
- 4 h. *Campbell v. AEG* (\$1.8M class and PAGA settlement on behalf of group of hourly
5 employees who worked at concert venues in California for alleged Labor Code
6 violations)
- 7 i. *Fiebelkorn v. AEG*, et al. Los Angeles Superior Court Case No. BC717337 (\$1.75M
8 class settlement on behalf of group of hourly employees who worked at Oakland
9 Coliseum for alleged Labor Code violations)
- 10 j. *Amaro v. Anaheim Arena Management*, Orange County Superior Court Case No. 30-
11 2017-00917542 (\$2,212,500 class and PAGA settlement on behalf of group of hourly
12 employees who worked at Honda center in Anaheim California for alleged Labor Code
13 violations)
- 14 k. *Espindola v. Panda Express*, San Bernardino Superior Court Case No. CIVDS1931455
15 (\$3.125M class and PAGA settlement on behalf of hourly employees statewide for
16 alleged Labor Code violations)
- 17 l. *Gold v. Benihana*, San Diego Court Superior Court Case No. 37-2016-00022320-CU-
18 OE-NC (\$2.25M class and PAGA settlement on behalf of hourly employees statewide
19 for alleged Labor Code violations)
- 20 m. *Party City Wage and Hour Cases*, JCCP4781 (\$6.5M class and PAGA settlement on
21 behalf of hourly employees statewide for alleged Labor Code violations)
- 22 n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No.
23 BC501521 (\$10.5M class and PAGA settlement on behalf of a statewide group of
24 independent contractor last-mile delivery drivers alleged to be misclassified)
- 25 o. *Flores v. Tesla*, Alameda County Superior Court Case No. RG18907072 (\$4M class and
26 PAGA settlement on behalf of statewide group of hourly employees for alleged Labor
27 Code violations)
- 28 p. *Ruiz v. Disney Stores*, San Bernardino Superior Court Case No. CIVDS2016983 (\$2M

1 class and PAGA settlement on behalf of statewide group of hourly employees who
2 worked at retail stores in California for alleged Labor Code violations)

3 q. *Ramirez v. Yin Management*, Sacramento County Superior Court Case No. 34-2021-
4 00301530 (\$1.8M class and PAGA settlement on behalf of statewide group of hourly
5 employees who worked at Defendant's McDonald's franchises in California for alleged
6 Labor Code violations).

7 r. *Suhartono v. RRG Besh*, Los Angeles County Superior Court Case No. 19STCV22184
8 (\$2.25 class and PAGA settlement on behalf of statewide group of hourly employees
9 who worked at Defendant's McDonald's franchises in California for alleged Labor
10 Code violations).

11 s. *Gomes v. Kura Sushi*, Los Angeles County Superior Court Case No. 19STCV18977
12 (\$1.75M class and PAGA settlement on behalf of statewide group of hourly employees
13 who worked at Defendant's restaurants in California for alleged Labor Code violations)

14 t. *Saldana v. Hydrochem*, Contra Costa Superior Court Case No. CIVMSC19-02624
15 (\$1.38M class and PAGA settlement on behalf of statewide group of hourly employees
16 for alleged Labor Code violations).

17 40. In addition, below are settlements in consumer class action cases in which he was
18 listed as an attorney of record and either managed, or co-managed with attorneys at his firm:

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

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

27 41. Finally, he has been selected by his peers as a Super Lawyers 'Rising Star' every year
28 since 2016 through 2022, which is a recognition that is provided to only 2.5% of active lawyers

1 practicing within the State of California.

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

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

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

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

1 Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean*
2 *Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a \$1.8 million wage and
3 hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American*
4 *Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and hour class action
5 settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a
6 \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation Ownership,*
7 *et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million wage and hour class action
8 settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-YGR (N.D.Cal.));
9 a \$7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v. First Alarm Security*
10 *& Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a \$2.2 million wage and hour
11 class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.*, Case No. LS029737
12 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage and hour settlement in 2021 (*Valencia*
13 *v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty.
14 Super. Ct.)); a \$1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory,*
15 *Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a \$1.4 million wage and hour class action
16 settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San
17 Bernardino Cty. Super. Ct.), a \$2.38 million wage and hour class action settlement in 2023 in *Michel,*
18 *et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5
19 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No.
20 CIVDS1931464 (San Bernardino Cty. Super. Ct.); \$1.015 million wage and hour class action
21 settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco
22 Cty. Super. Ct); and a \$1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v. Public*
23 *Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5
24 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No.
25 21STCV05707 (Los Angeles Cty. Super. Court); and a \$1.3 million wage and hour class action
26 settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super. Court).

27 45. Based upon the qualifications and experience set forth above, I believe an hourly
28 rate of \$850 is reasonable for my time, and for my paralegal Adriana Barba I believe an hourly rate

1 of \$200 is reasonable.

2 46. I request the Court apply the above hourly billing rates in this case, as it reasonable
3 in the California legal market for attorneys handling wage and hour class and PAGA actions. I
4 have personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour
5 class action firms in the Bay Area, Los Angeles and San Diego markets, for partner-level attorneys
6 with experience comparable to mine. These rates have range from \$650 to \$850 per hour for
7 calendar years 2017-2023. Some examples include attorney Matthew Matern of Matern Law
8 Group in Los Angeles, with approximately 26 years of experience \$850/hour (2018); Craig
9 Ackermann of Ackermann & Tilajef, PC with approximately 25 years of experience \$850/hour
10 (2021), Michael Malk of Malk APC in Los Angeles, with approximately 16 years of experience
11 \$650/hour (2018), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35
12 years and 45 years of experience respectively, both \$825/hour (2018), Zachary Crosner of Crosner
13 Legal PC, 14 years of experience \$800/hour (2023), and James Kawahito of Kawahito Law Group
14 in Los Angeles, with approximately 16 years of experience \$750/hour (2020).

15 47. The requested rates also comport with the adjusted Laffey Matrix, which provides
16 that reasonable hourly rates for attorneys with 10+ years of experience, such as myself and Messrs.
17 Crosner and Brouillette, is over \$800. The adjusted Laffey Matrix may be found at
18 <http://www.laffeymatrix.com/see.html>.

19 48. After the analysis above, Crosner Legal's lodestar is \$162,025.00, based on 214.4
20 attorney hours spent litigating this case through the filing of this motion. As set forth in the
21 Nordrehaug Declaration, co-counsel's lodestar is \$84,582.50, for a combined total lodestar of
22 \$246,607.50. Further, we will almost certainly spend additional time addressing settlement
23 administration matters, responding to class member questions, submitting the compliance report and
24 amended judgment, etc. On a lodestar basis, the fee request of \$300,000 represents the base lodestar
25 with a modest 1.22 enhancement, which is entirely in line with California precedent.

26 49. As noted, Crosner Legal has represented Plaintiff Cedeno for over a two years with
27 respect to this matter and has expended a significant amount of time and resources in that
28 representation and additionally we will need to wait about another year before receive full payment

1 for our fees. My firm agreed to litigate this case on a purely contingent basis and in so doing
2 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the
3 case with these cases in general. Under all relevant factors (as outlined herein and in the
4 accompanying memorandum), Plaintiffs respectfully requests the Court award their counsel the
5 requested fees of \$300,000 based on the common fund theory with a corresponding lodestar cross-
6 check and a reasonable upward modifier of 1.22. Any fees awarded by the Court will be split 75%
7 to Crosner Legal and 25% to Blumenthal Nordrehaug. Both clients have been informed of the
8 proposed fee split and consented thereto in writing.

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

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

28 52. Reimbursement for litigation costs and expenses is capped at \$25,000 under the

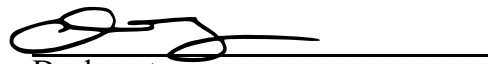
terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by Crosner Legal is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service/Chamber's Copies	\$4,214.15
Expert Witness Fees	\$4,590.00
Mediation Fees	\$9,000.00
Postage/Overnight/Fax	\$332.14
PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$18,210.29

53. These costs and expenses are reasonable in amount and were necessary to the successful resolution of the case. As set forth in the Nordrehaug Declaration, our co-counsel costs are \$3,973.90, for total combined costs of \$22,259.19. I respectfully request the Court approve payment of \$22,259.19 in litigation costs and expenses to Class Counsel.

54. 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 December 19, 2024, at Berkeley, California.


Declarant

EXHIBIT

1

EXHIBIT

2

Cedeno v. Sannipoli Corp.
Crosner Legal Time Report

Tasks	Zachary Crosner	Brandon Brouillette	Chad Saunders	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	5.1	0.0	0.0	3.6	5.9
Pleadings and Law and Motion	6.5	0.0	5.7	7.3	0.0
Discovery and Post-Filing Investigation	4.4	15.6	23.5	0.0	0.0
Court Appearances	0.0	0.0	4.1	0.0	0.0
Case Management; Litigation Strategy & Analysis	9.2	18.5	29.2	0.0	0.0
Mediation and Settlement	6.8	30.2	38.8	0.0	0.0
Total Hours	32.0	64.3	101.3	10.9	5.9
Hourly Rate	\$850	\$750	\$750	\$650	\$600
Lodestar	\$27,200	\$48,225	\$75,975	\$7,085	\$3,540

Total Hours: 214.4

Total Lodestar: \$162,025