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Attorneys for Plaintiff PRICILLA COOPER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

PRICILLA COOPER, as an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

AMTEC HUMAN CAPITAL, INC., a
California Corporation; THE CLOROX
COMPANY, a Delaware Corporation;
THE CLOROX INTERNATIONAL
COMPANY, a Delaware Corporation; and
DOES 1-100, inclusive,

Defendants.

Case No.: 23CV036357

Assigned for All Purposes to:
Hon. Michael Markman
Dept. 23

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

Date: May 22, 2025
Time: 10:00 a.m.
Dept. 23

Reservation No.: 074209334755

1 I, BRANDON BROUILLETTE, declare as follows:

2 1. I am an attorney duly licensed to practice in California and before this Court, and
3 I am a partner with Crosner Legal, PC, counsel of record for Plaintiff in the above-captioned
4 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. Defendant Amtec provides staffing services and temporary help to clients in several
7 industries, including aerospace, construction and engineering, and manufacturing. Plaintiff was a direct
8 hire of Amtec and assigned to work at facility of former Defendant The Clorox Company, where she
9 worked as a warehouse worker, repacker, and palleter from around September 22, 2021 to June 15,
10 2022, when her assignment at The Clorox Company ended.

11 3. Plaintiff alleges a number of wage and hour violations by Defendant. First, she
12 alleges a failure to provide all required meal and rest breaks, and that Defendant had a practice of
13 “auto-deducting” 30 minute meal periods regardless of whether such meal periods actually were taken or
14 lasted a full 30 minutes, resulting in lost hours worked when meal breaks were missed or cut short.
15 Plaintiff also alleges this same policy resulted in meal period violations and also that Amtec failed to
16 provide compliant meal periods before the end of the fifth hour of work and pay meal period premiums
17 when required. She further alleges rest break violations based on a non-compliant written policy and
18 failure to provide all required rest breaks. Lastly, she alleges Defendant failed to reimburse employees
19 for use of their personal cellular devices for company business.

20 4. Based on these allegations, Plaintiff’s filed a class action lawsuit alleging wage and hour
21 violations against Defendant captioned *Pricilla Cooper v. Amtec Human Capital, Inc., et al.* initiated on
22 June 16, 2023, and also filed a separate PAGA-only lawsuit alleging wage and hour violations against
23 Defendant captioned *Pricilla Cooper v. Amtec Human Capital, Inc., et al.* initiated on July 19, 2023.

24 5. Amtec has at all times denied Plaintiff’s allegations and maintained its meal and rest
25 break and payroll policies and procedures comply with California law, that it provided employees with
26 required meal and rest breaks or paid the required compensation for any documented meal/rest
27 violations. Additionally, Amtec strongly contends the case cannot be maintained as a class action,
28 arguing for example that to the extent class members missed meal and/or rest breaks, that such breaks

1 were non-compliant, or that class members had to sue their own phones for work it was intermittent and
2 infrequent and evidence of such missed breaks or phone use would be anecdotal, and therefore
3 individualized issues would predominate.

4 6. After Plaintiff filed her complaint, the Parties engaged in initial written discovery and,
5 after meeting and conferring regarding discovery, law and motion, and other case management issues,
6 agreed to attempt mediation. The Parties also agreed on a protocol for an exchange of substantial
7 documents and information before the mediation to facilitate the settlement discussions. Consequently,
8 Plaintiff's counsel reviewed payroll records, compensation plans, personnel policies/handbooks,
9 personnel files, and a random sampling of Class Member pay stubs and time records. Defendant also
10 provided data regarding the total number of putative class members, the estimated total amount of
11 workweeks and pay periods they worked, and average pay rates, among other relevant data.

12 7. The Parties then engaged Steve Pearl, Esq., a respected professional neutral with
13 substantial wage and hour and class action experience and, in May 2024, the Parties participated in a full
14 day mediation with Mr. Pearl. Throughout the day, the arms-length negotiations were hard-fought and
15 adversarial as the Parties exchanged extensive information on their legal and factual positions, and made
16 numerous offers and counter-offers. With the mediator's assistance, the Parties were able to reach an
17 agreement on all major issues.

18 **THE PROPOSED SETTLEMENT TERMS**

19 8. Under the settlement, Amtec will pay \$300,000 into a common fund, the Gross
20 Settlement Amount ("GSA"). Attorney's fees of up to \$100,000 (1/3 of the GSA), litigation costs
21 of up to \$15,000 (only \$13,605.25 is requested), settlement administration costs of no more than
22 \$8,500, a service award to Plaintiff of no more than \$10,000, and PAGA civil penalties of
23 \$30,000, all will be paid from the GSA. The balance of around \$137,895 will be allocated pro rata
24 to the Class Members based on their weeks worked during the Class Period. No portion of the
25 GSA will revert to Amtec.

26 9. As noted, the settlement obligates Amtec to pay \$300,000 to resolve the Settlement
27 Class's claims, inclusive of attorney's fees and costs. At least \$137,895 from the GSA will be
28 distributed to the Participating Class Members. This is a cash settlement that does not require

1 Participating Class Members to submit a claim form to receive their settlement share.
2 Participating Class Members will receive their settlement checks automatically via First Class
3 U.S. Mail. Twenty-five percent of each settlement share will be allocated to wages and the
4 remaining seventy-five percent will be allocated to penalties and interest, which allocation is
5 consistent with Amtec's potential liability. Amtec will pay any and all applicable employer-side
6 payroll taxes separately and in addition to the GSA. Subject to the Court's approval, any amounts
7 not claimed (because a class member does not cash their settlement check) will be forwarded to
8 the State Controller's Unclaimed Property Fund.

9 10. Each Participating Class Member will receive a share of the Net Settlement
10 Amount based on his or her total weeks worked in California as a non-exempt employee during
11 the Class Period. Thus, each Class Member's Individual Settlement Payment will be calculated
12 using criteria typically used in determining appropriate amounts of unpaid wages, unpaid
13 premium wages for missed meal and rest breaks, and potential statutory penalties under applicable
14 law. These methods are intended to ensure each Class Member receives a settlement award
15 corresponding to the relative value of their potential claims. The proposed allocation provides a
16 reasonable way to compensate Class Members based on the amount of time they worked for
17 Amtec in California and the amount unpaid overtime, the number of missed meal breaks and/or
18 rest breaks, etc.

19 11. All Participating Class Members will release Amtec and the Released Parties
20 (including the Clorox Defendants) from all claims alleged in the operative complaint, or that
21 could have been brought based on the factual allegations in the complaint during the Class
22 Period. The release is limited to the claims that were actually pleaded or could have been
23 pleaded based on the alleged facts in the operative complaint.

24 12. As noted, the Parties allocated \$30,000 to resolution of Plaintiff's alleged claims
25 under PAGA, which amount Plaintiff submits is fair, reasonable and adequate, and consistent
26 with PAGA's underlying purposes. Consistent with PAGA, \$22,500 of that amount will go to
27 the LWDA for the State's share of the civil penalties, while the remaining \$7,500 will be
28 distributed pro rata to eligible Aggrieved Employees. Prior to filing this motion, my office

1 provided notice of the proposed settlement of the PAGA claims and the approval hearing to the
2 LWDA via its online portal. A true and correct copy of the acknowledgement of receipt is
3 attached hereto as Exhibit 1.

4 **The Proposed Settlement Meets the Dunk and Kullar Factors and is within the Range of**
5 **Reasonableness**

6 13. Prior to mediation, the parties engaged in extensive formal and informal discovery
7 to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information
8 regarding Amtec's payroll practices, pay stubs and time records for a sampling of class members,
9 meal and rest break policies, etc., and information from Defendant regarding class size and
10 breakdown of job positions, work weeks, rates of pay, and other information used to formulate a
11 damages model. This extensive information was then analyzed by a consulting expert to look for
12 meal and rest break violation rates, time spent working off the clock, etc., and other issues relevant
13 to liability and damages. Plaintiff's counsel are confident they obtained sufficient information to
14 enable them to understand the law and facts of this case and make an informed decision regarding
15 the proposed settlement and whether it is in the best interests of the class.

16 14. Using that data, Plaintiff ran various calculations and estimated Amtec's likely
17 maximum exposure on the class claims at approximately \$1,635,810, including approximately
18 \$360,600 on the meal period claims, about \$360,600 on the rest period claims, about \$44,060 on
19 the expense reimbursement claim, around \$139,800 on the wage statement claims, and
20 \$730,750 on the waiting time penalty claims. Also, while Plaintiff's complaint alleges claims
21 for unpaid wages, her investigation and discovery did not suggest any potentially widespread
22 violations for unpaid wages that could be addressed via a class or representative action.
23 Accordingly, no value was attributed to those claims for purposes of settlement.

24 15. On the meal and rest break claims, Plaintiff contends that Amtec's alleged "auto-
25 deduct" policy obscured the fact that employees missed meal periods completely or received
26 shortened breaks. Plaintiff further alleged Amtec regularly provided meal periods that did not
27 start until after the fifth hour of work, and thus, they were untimely. Thus, per Plaintiff and
28 Donohue, even minor infringements on the meal period requirements resulted in a violation and

1 obligation for Amtec to pay the required premium pay. Plaintiff's review of the time and payroll
2 records provided suggested these deficiencies in the policies affected employee breaks. For
3 example, Plaintiff's analysis showed a 28% violation rate for meal period violations. Similarly,
4 Plaintiff alleged Amtec's written break policy likewise was non-compliant, failed to properly
5 reflect the time periods for taking breaks, and also resulted in "de facto" violations.

6 16. In response, Amtec argued its written meal and rest break policies are fully
7 compliant, and that it provided employees with the opportunity to receive all required breaks.
8 Amtec further maintained that, in light of its compliant policies, whether a class member missed
9 a meal period, received a late meal period, or missed a rest break would have been aberrational
10 and against company policy. Thus, per Amtec, these issues are not amenable to class or
11 representative treatment since their resolution would require individualized inquiries as to why a
12 break was missed or non-compliant.

13 17. On the expense reimbursement claim, Plaintiff alleges Defendant's management
14 and supervisors would constantly text Plaintiff and other employees on their cell phones
15 throughout their shifts to communicate with them on work-related issues, and that no
16 reimbursement was paid. On the other hand, Amtec argued there would be no conceivable need
17 for employees to use their own cellular telephones while working or for any work-related
18 purposes, and if they did so, it was purely for personal convenience rather than business
19 necessity. Thus, per Amtec, no reimbursement is owed.

20 18. The claims under Labor Code sections 203 and 226 are derivative of the primary
21 unpaid wage claims, and accordingly are subject to the same risks and uncertainties plus
22 additional risks posed by the need to take into account the discretionary nature of such awards
23 and the "good faith" and other defenses available to Defendant. Thus, while these claims
24 largely are derivative of the unpaid wage claim, they also are subject to additional defenses.

25 19. As far as potential PAGA liability, the allegedly aggrieved employees theoretically
26 are entitled to penalties totaling around \$575,000 in civil penalties should Plaintiff prevail on all
27 claims and establish violations of the multiple Labor Code sections as to each and every pay
28 period at issue. As with the class claims, Plaintiff discounted the potential PAGA penalties based

1 on Defendant's various defenses on the merits and also accounted for the Court's wide discretion
2 to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated
3 \$30,000 to PAGA penalties, and I submit this amount is reasonable under the circumstances and
4 in line with comparable settlements in other wage and hour class actions in California.
5 Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement,
6 and will be able to weigh in as necessary.

7 20. Overall, Defendants raised various defenses to Plaintiff's claims on both class
8 certification and the merits that, if successful, could have negatively impacted Plaintiff's claims
9 or potentially reduced potential damages. Accordingly, Plaintiff faced significant risks going
10 forward with this litigation, and given the need to secure and maintain class certification, prevail
11 at trial, and deal with post-trial appeals, it would have taken years to realize any recovery in this
12 action.

13 21. The settlement obviates the significant risk that this Court may find any kind of
14 class resolution unachievable or might deny certification of all or some of Plaintiff's claims.
15 Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued
16 litigation would be expensive as the parties pursued merits discovery, a probable motion to
17 decertify, as well as trial and possible appeals, and would substantially delay any recovery by
18 the class with no assurance of recovering significantly more than the proposed settlement.
19 Overall, while Plaintiff is confident in the merits of her claims, a legitimate controversy exists
20 as to each cause of action. Plaintiff also recognizes that proving the amount of wages and
21 penalties due each Class Member would be an expensive and uncertain proposition.

22 22. Plaintiff and I discounted the value of the class claims consistent with the risks
23 discussed above, and carefully weighed the likelihood of the class receiving substantially
24 greater benefit if the litigation continued. We concluded – in light of these very real and
25 substantial risks – that settlement on the proposed terms and without prolonged and costly
26 litigation was in the best interests of the class. The overall \$300,000 recovery represents a
27 significant percentage of Defendants' potential exposure and, given the multiple litigation risks
28 addressed above, a total recovery for the class of \$300,000 with an average award of some \$663

1 per class member is a fair result within the range of reasonableness considering all potential
2 outcomes.

3 **PLAINTIFF'S ENHANCEMENT AWARD**

4 23. I submit the service payment provided to Plaintiff as the class representative is
5 typical in class action cases and reasonable. She devoted time and resources to the litigation,
6 provided documents, and assisted Class Counsel with investigating the claims asserted and in
7 preparing for mediation. The proposed \$10,000.00 enhancement is reasonable in recognition of
8 her time spent on this matter, the risks she undertook on behalf of the class, and the benefit
9 conferred to the class, as addressed in her declaration filed at preliminary approval.

10 **SETTLEMENT ADMINISTRATION COSTS**

11 24. The settlement provides for a payment to Phoenix for its services as the
12 Settlement Administrator. As set forth in the Declaration of Yami Islas, Phoenix has performed
13 and will continue to perform its required duties through final distribution of the settlement funds
14 and incurred \$8,500 in fees and expenses. I respectfully request that the Court approve payment
15 of \$8,500 to Phoenix from the GSA.

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

17 25. Per the terms of the settlement, up to one-third of the gross settlement amount is
18 allocated to payment of reasonable attorney's fees. Here, the parties did not negotiate the
19 inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to
20 the Class was completed. The requested fee and cost award was a product of these arms-
21 length negotiations and fairly reflects the marketplace value of the services rendered by my
22 office in this case for the reasons addressed herein.

23 26. Over the approximately two years of representing Plaintiff, Crosner Legal's
24 efforts included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the
25 putative class, including legal research, obtaining Plaintiff's employment records, research into
26 similar claims and claims against other employers in the same industry, and attempts to locate
27 and contact other employees of Defendants; (2) drafting a PAGA notice letter; (3) drafting the
28 initial complaints and related documents; (4) case management, including communications with

1 defense counsel, meeting and conferring/preparing case management statements, etc.; (5)
2 lengthy discussions with defense counsel regarding settlement/mediation and informal
3 discovery needed for meaningful settlement discussions; (6) engaging in substantial informal
4 discovery, including propounding informal discovery “requests” and reviewing documents and
5 other information produced; (7) drafting a mediation brief and accompanying damages model
6 after review and analysis of defendant’s informal discovery production; (8) attending an all-day
7 mediation; (9) negotiating and drafting the settlement agreement and related documents; (10)
8 drafting the amended complaint; (11) drafting the motion for preliminary approval and
9 supplemental papers re: changing the notice period; (12) administration of the settlement,
10 communications with the Settlement Administrator and settlement class members; (13) drafting
11 the motion for final approval and motion for attorney’s fees, and attending the final approval
12 hearing; and (14) extensive communications with the Plaintiff regarding case status, case
13 investigation and document review, mediation, and settlement terms. Attached hereto as Exhibit
14 2 is a true and correct summary of Crosner Legal’s work performed and time expended on this
15 matter. Additionally, we will incur additional time to attend the final approval hearing and
16 following final approval to, inter alia, respond to class member inquiries, work with the
17 Settlement Administrator on the distribution of settlement funds, and on the compliance
18 hearing.

19 27. I am a graduate of Loyola Law School, Los Angeles, from which I received a
20 *juris doctorate* degree in 2009. Prior to attending law school, I attended the University of
21 Southern California, from which I received a bachelors of science in Business Administration in
22 2006.

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

26 37. Since being admitted to the California State Bar in 2010, my entire legal career
27 has been dedicated to protecting employee and consumer rights through the prosecution of class
28 action and representative actions filed on behalf of plaintiffs in class actions and statewide

1 representative actions. Throughout my career I have managed or co-managed more than 100
2 class action and PAGA representative cases, from initial filing of the complaint through final
3 resolution.

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

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

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

- 20 e. *Cruz v. Walmart*, Los Angeles County Super. Ct. Case No. 18STCV03128 (\$15
21 million global PAGA settlement on behalf of hourly employees statewide for alleged
22 Labor Code violations.)
- 23 f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C
24 15-02051 (\$11 million global PAGA settlement on behalf of over 36,000 employees
25 for Labor Code violations.)
- 26 g. *Gross v. Sodexo*, Kern County Super Ct., Case No. BCV-18-101746 Capstone (\$4.75
27 million class and PAGA settlement on behalf of class of non-hourly employees for
28 Labor Code violations.)

- 1 h. *Campbell v. AEG* (\$1.8M class and PAGA settlement on behalf of group of hourly
2 employees who worked at concert venues in California for alleged Labor Code
3 violations)
- 4 i. *Fiebelkorn v. AEG, et al.* Los Angeles Superior Court Case No. BC717337 (\$1.75M
5 class settlement on behalf of group of hourly employees who worked at Oakland
6 Coliseum for alleged Labor Code violations)
- 7 j. *Amaro v. Anaheim Arena Management*, Orange County Superior Court Case No. 30-
8 2017-00917542 (\$2,212,500 class and PAGA settlement on behalf of group of
9 hourly employees who worked at Honda center in Anaheim California for alleged
10 Labor Code violations)
- 11 k. *Espindola v. Panda Express*, San Bernardino Superior Court Case No.
12 CIVDS1931455 (\$3.125M class and PAGA settlement on behalf of hourly
13 employees statewide for alleged Labor Code violations)
- 14 l. *Gold v. Benihana*, San Diego Court Superior Court Case No. 37-2016-00022320-
15 CU-OE-NC (\$2.25M class and PAGA settlement on behalf of hourly employees
16 statewide for alleged Labor Code violations)
- 17 m. *Party City Wage and Hour Cases*, JCCP4781 (\$6.5M class and PAGA settlement on
18 behalf of hourly employees statewide for alleged Labor Code violations)
- 19 n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No.
20 BC501521 (\$10.5M class and PAGA settlement on behalf of a statewide group of
21 independent contractor last-mile delivery drivers alleged to be misclassified)
- 22 o. *Flores v. Tesla*, Alameda County Superior Court Case No. RG18907072 (\$4M class
23 and PAGA settlement on behalf of statewide group of hourly employees for alleged
24 Labor Code violations)
- 25 p. *Ruiz v. Disney Stores*, San Bernardino Superior Court Case No. CIVDS2016983
26 (\$2M class and PAGA settlement on behalf of statewide group of hourly employees
27 who worked at retail stores in California for alleged Labor Code violations)
- 28 q. *Ramirez v. Yin Management*, Sacramento County Superior Court Case No. 34-2021-

00301530 (\$1.8M class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's McDonald's franchises in California for alleged Labor Code violations).

- r. *Suhartono v. RRG Besh*, Los Angeles County Superior Court Case No. 19STCV22184 (\$2.25 class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's McDonald's franchises in California for alleged Labor Code violations).
- s. *Gomes v. Kura Sushi*, Los Angeles County Superior Court Case No. 19STCV18977 (\$1.75M class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's restaurants in California for alleged Labor Code violations)
- t. *Saldana v. Hydrochem*, Contra Costa Superior Court Case No. CIVMSC19-02624 (\$1.38M class and PAGA settlement on behalf of statewide group of hourly employees for alleged Labor Code violations).

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

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

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

1 33. Zach Crosner is a 2010 graduate of University San Diego School of Law and he has
2 approximately thirteen years of experience as a practicing attorney. For nearly his entire career, his
3 practice has focused on litigation of wage & hour, consumer, and privacy class action and representative
4 action claims. Following graduation he immediately began working for a nationally recognized
5 plaintiff's complex litigation firm, CaseyGerry, where he worked directly with past presidents of the
6 consumer attorneys and recipients of trial attorneys of the year awards. He also worked for other firms
7 that included former CAALA and CLAY trial attorney of the year recipients. While with these firms, he
8 advocated for the rights of consumers and employees in class action litigation, civil rights and
9 employment litigation, catastrophic injuries, insurance bad faith and appellate litigation.

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

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

1 Committee member for the National Trial Lawyers; a member of the American Association for Justice;
2 and a member of the Pound Civil Justice Institute.

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

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

14 38. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour
15 class action settlements while serving as lead class counsel in recent years, including but not
16 limited to a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail*
17 *North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour
18 class action settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34-
19 2016-00190252 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action
20 settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249
21 (Ventura Cty. Super. Ct.)), a \$1.8 million wage and hour class action settlement in 2018
22 (*Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings
23 Cty. Super Ct.)), a \$1.3 million wage and hour class action settlement in 2019 (*Means, et al. v.*
24 *AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a \$1.5 million wage and hour
25 settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-
26 14601 (San Diego Cty. Super. Ct.)), a \$1.15 million wage and hour class action settlement in
27 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25
28 million wage and hour class action settlement in 2020 in *Avina, et al. v. First Alarm Security &*

1 *Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a \$2.2 million wage and hour
2 class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.*, Case No.
3 LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage and hour settlement in
4 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San
5 Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action settlement in 2022
6 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a \$1.4
7 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain,*
8 *Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million wage and hour
9 class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.
10 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action
11 settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino
12 Cty. Super. Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v.*
13 *Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15
14 million wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation*
15 *Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and
16 hour class action settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los
17 Angeles Cty. Super. Court); a \$1.3 million wage and hour class action settlement in *Ellsworth,*
18 *et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million
19 wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los
20 Angeles Cty. Super. Ct); a \$1.19 million dollar wage and hour class action settlement in 2024 in
21 *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super.
22 Ct.); a \$2.65 million wage and hour class action settlement in 2024 in *Shilevinatz v. Airport*
23 *Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super Ct.) and a \$1 million
24 wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case No.
25 23CV025345 (Alameda Cty. Superior Ct).

26 39. Based upon the qualifications and experience set forth above, the following hourly
27 rates are reasonable: Zach Crosner \$800/hour; Brandon Brouillette \$750/hour; Kiara Bramasco
28 \$650/hour; and Branden Hamilton \$600/hour.

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

15 41. The requested rates also comport with the adjusted Laffey Matrix, which
16 provides that reasonable hourly rates for attorneys with 10+ years of experience, such as Mr.
17 Crosner. The adjusted Laffey Matrix may be found at <http://www.laffeymatrix.com/see.html>.

18 42. After the analysis above, Crosner Legal's lodestar is \$90,740.00, based on 123.1
19 attorney and paralegal hours spent litigating this case through the filing of this motion. Further,
20 we will almost certainly spend additional time addressing settlement administration matters,
21 responding to class member questions, submitting the compliance report and amended judgment,
22 etc. On a lodestar basis, the fee request represents the base lodestar with a modest and very
23 reasonable 1.10 upward enhancement, which is entirely in line with California precedent and
24 appropriately compensates counsel for the contingent risk assumed.

25 43. As noted, Crosner Legal has represented Plaintiff for over a two years with
26 respect to this matter and has expended a significant amount of time and resources in that
27 representation. My firm agreed to litigate this case on a purely contingent basis and in so doing
28 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is

1 the case with these cases in general. Under all relevant factors (as outlined herein and in the
2 accompanying memorandum), Plaintiff respectfully requests the Court award his counsel the
3 requested fees of \$100,000 based on the common fund theory with a corresponding lodestar
4 cross-check and no lodestar modifier.

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

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

25 46. Reimbursement for litigation costs and expenses is capped at \$15,000 under the
26 terms of the Settlement Agreement. A true and correct itemization of the costs and expenses
27 incurred by my firm is set forth below:
28

Expense Category	Amount
Court Filing Fees/Service of Process/Attorney Service	\$4,434.60
Mediation Fees	\$8,750.00
PAGA Filing Fees	\$75.00
Postage/Delivery	\$262.80
Legal/Financial Research	(waived)
Photocopies	(waived)
Total Costs and Expenses	\$13,605.25

47. These costs and expenses are reasonable in amount and were necessary to the successful resolution of the case. I respectfully request the Court approve payment of \$13,605.25 in litigation costs and expenses to Crosner Legal.

48. For the foregoing reasons, I respectfully request the Court grant this motion and grant final approval to the proposed settlement.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Executed on April 30, 2025, at Los Angeles, California.



Brandon Brouillette

EXHIBIT

1

EXHIBIT

2

Pricilla Cooper v. AMTEC Human Capital, Inc., et al.
(Alameda County Superior Court Case No. 23CV036357)

Crosner Legal Time Report

Tasks	Zachary Crosner	Brandon Brouillette	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	2.2	-	2.7	6.7
Pleadings and Law and Motion	4.1	6.2	4.2	5.3
Discovery and Post-Filing Investigation	1.9	15.5	-	-
Court Appearances	-	3.0	-	-
Case Management; Litigation Strategy & Analysis	5.6	28.6	-	-
Mediation and Settlement	4.3	32.8	-	-
Total Hours	18.1	86.1	6.9	12.0
Hourly Rate	\$800	\$750	\$650	\$600
Lodestar	\$14,480.00	\$64,575.00	\$4,485.00	\$7,200.00

Total Hours: 123.10
Total Lodestar: \$90,740.00