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7 Attorneys for Plaintiff PATRICIA ALVARADO as an individual and on
behalf of all others similarly situated.

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNADINO**

11 PATRICIA ALVARADO, as an individual
12 and on behalf of all others similarly
13 situated,

14 Plaintiff,

15 vs.

16 JC-4, INC., a California Corporation; and
17 DOES 1-100, inclusive,

18 Defendants.

Case No. CIVSB2314091

Assigned for all Purposes to the:
Hon. Joseph T. Ortiz
Dept. S-17

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

Date: September 25, 2025
Time: 1:30 p.m.
Dept.: S-17

1 I, BRANDON BROUILLETTE, declare as follows:

2 1. I am an attorney duly licensed to practice in California and before this Court, and I
3 am a partner with Crosner Legal, P.C., 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 **BACKGROUND/LITIGATION HISTORY**

6 2. Defendant JC-4 is a McDonald's franchisee that owns and operates multiple
7 McDonald's restaurants. Plaintiff worked for JC-4 from approximately September 2021 to May
8 2025 at the restaurant in Rialto, California.

9 3. Plaintiff alleges JC-4 violated California wage and hour law in several respects
10 during the Class Period. First, she alleges a failure to pay all minimum and overtime wages by (1)
11 utilizing an unlawful rounding policy resulting in the underpayment of wages (2) requiring Class
12 Members to arrive 15 minutes early per shift to attend daily meetings before clocking in, and to
13 clock out and continue to work at the end of a shift; and (3) requiring Class Members to receive
14 work-related text messages and phone calls made to their personal resulting while on break. Next,
15 Plaintiff alleges JC-4 also failed to provide compliant meal periods as meal periods were either
16 interrupted or started late due to job demands. She also alleges Defendant failed to provide legally
17 compliant rest periods, as rest periods were required to be taken on Defendant's premises, and
18 were oftentimes interrupted or late. She further claims Defendant did not reimburse business
19 expenses incurred by Class Members for the use of their personal cellular phones. Lastly, she
20 alleges Defendant failed to provide accurate, itemized wage statements and failed to pay all
21 wages owed upon the separation of employment.

22 4. Based on these allegations, on June 16, 2023, Plaintiff filed the underlying class
23 action complaint on behalf of herself and the Class Members, asserting claims for (1) failure to
24 pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to
25 provide rest periods; (5) failure to provide itemized wage statements; (6) failure to reimburse
26 business expenses, (7) failure to pay all wages due at termination; and (8) unfair competition.
27 After exhausting her administrative remedies, Plaintiff filed a First Amended Complaint adding
28 claims under PAGA based on the same alleged Labor Code violations.

1 5. JC-4 has at all times denied Plaintiff's allegations and maintained its meal and rest
2 break and payroll policies and procedures comply with California law, and that it provided the
3 class members with required meal and rest breaks. Additionally, JC-4 contends its timekeeping
4 and payroll policies accurately track and pay for all hours worked by its employees and at the
5 correct rates of pay. It also strongly contends the case cannot be maintained as any kind of class
6 or representative action, arguing for example that to the extent class members missed meal and/or
7 rest breaks, or that such breaks were non-compliant, it was intermittent and infrequent and
8 evidence of such missed breaks would be purely anecdotal, and therefore individualized issues
9 predominate and trial on a representative basis would be unmanageable.

10 6. Since Plaintiff filled the initial complaint, and after agreeing to participate in early
11 mediation, the Parties engaged in formal and informal discovery to facilitate an exchange of
12 information necessary to engage in a meaningful mediation. Consequently, Plaintiff's counsel
13 reviewed payroll records, personnel policies/handbooks, meal and rest break policies, personnel
14 files, and a random of sampling paystubs and time records for about 25% of the pay periods at
15 issue. Defendant also provided documents reflecting its wage and hour policies and practices,
16 and data regarding the total number of current and former employees, the estimated total amount
17 of workweeks and pay periods they worked, and average hourly pay rates, among other relevant
18 data. Plaintiff had that information reviewed and analyzed by Berger Consulting Group to assist
19 with evaluating things such as time allegedly lost to due rounding, meal period violation rates,
20 etc., and to prepare a damages model.

21 7. The Parties then engaged Henry Bongiovi, Esq., a highly respected mediator with
22 extensive wage and hour class action experience and, in August 2024, participated in a full day
23 mediation with Mr. Bongiovi. Throughout the day, the arms-length negotiations were hard-fought
24 and adversarial as the Parties exchanged extensive information on their legal and factual
25 positions, and made numerous offers and counter-offers. After a full day of negotiations, the
26 Parties reached agreement on all major issues.

27 **THE PROPOSED SETTLEMENT TERMS**

28 8. Under the settlement, JC-4 will pay \$625,000.00 into a common fund, the Gross

1 Settlement Amount. Reasonable attorney's fees of up to \$208,333.33 (1/3 of the GSA), litigation
2 costs of up to \$25,000 (only \$20,324.09 is requested), an enhancement award to Plaintiff of up to
3 \$10,000, settlement administration costs of \$21,000, and \$50,000 for civil penalties under PAGA
4 (of which 75%, or \$37,500, will go to the Labor & Workforce Development Agency, and 25%, or
5 \$12,500 will go to the Aggrieved Employees) all will be paid from the Gross Settlement Amount.
6 The remainder of approximately \$315,342 will be allocated among the Participating Class
7 Members based on their total pay periods worked during the Class Period. No portion of the
8 Gross Settlement Amount will revert to JC-4.

9 9. This is a cash settlement that does not require Participating Class Members to
10 submit a claim form to receive their settlement share. Participating Class Members will receive
11 their settlement checks automatically via First Class U.S. Mail. Ten percent of each settlement
12 share will be allocated to wages and the remaining ninety percent will be allocated to penalties
13 and interest. JC-4 will pay any and all applicable employer-side payroll taxes separately and in
14 addition to the Gross Settlement Amount. Subject to the Court's approval, any amounts not
15 claimed (because a class member does not cash his or her settlement check) will be forwarded to
16 the State Controller's Unclaimed Property Fund.

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

28 11. All Participating Class Members will release JC-4 from all claims alleged in the

operative complaint, or that could have been brought based on the factual allegations in the operative complaint during the Class Period. Plaintiffs and the LWDA will release those PAGA claims alleged in the PAGA notice to the extent alleged in the operative complaint. The Class and PAGA releases are limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the operative complaint, and the PAGA notice for the PAGA claims. Only Plaintiff is entering into a full general release of all claims and waiver of Civil Code section 1542.

12. As noted, the Parties allocated \$50,000 from the GSA to resolution of Plaintiff's alleged claims for PAGA civil penalties, and Plaintiff submits that amount is fair, adequate and reasonable, and furthers PAGA's underlying purposes. As required by Labor Code section 2699(l)(2), my office gave notice of the settlement and the final approval hearing to the LWDA via its online portal and a true and correct copy of the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

The Settlement Is Fair and Reasonable Considering the Benefits Conferred, the Case Value, and Significant Litigation Risks

13. Prior to mediation, the parties engaged in both formal and informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding JC-4's payroll practices, a representative sampling of pay stubs and time records for about 25% of the class members, applicable compensation plans, meal and rest break policies, etc., and information from Defendant regarding class size and breakdown, number of work weeks/pay periods, average rates of pay, and other information used to formulate a damages model. Plaintiff then had that information reviewed with the assistance of a consulting expert. Plaintiff's 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.

14. Using the data obtained from Defendant, Plaintiff's experts ran various calculations and estimated JC-4's likely maximum exposure on the class claims at approximately **\$5,851,150**, including about \$1,305,395 on the unpaid wage/off the clock claim, \$121,930 on the

1 meal break claims, \$112,400 on the rest break claims, \$388,755 on the unreimbursed expense
2 claim, \$1,658,000 on the wage statement claims, and \$2,264,670 on the waiting time penalty
3 claims.

4 15. First, on the unpaid wage claims, Plaintiff alleges employees frequently had to
5 work off the clock, including working while purportedly clock out on meal breaks and performing
6 pre- and post-shift work before clocking in or after clocking out. As a result, Plaintiff contends
7 she and the class members lost as much as 60 minutes of compensable time each week due to this
8 off the clock work as well as lost time due to rounded off time time punches. In response,
9 Defendant argued its timekeeping and payroll policies accurately tracked and paid for all
10 employee time. It also argued that its policies forbade any “off the clock” work and, accordingly,
11 if any off the clock work occurred it was intermittent and infrequent, against company policy, and
12 done without the employer’s knowledge or consent. For these reasons, per JC-4, class
13 certification of this issue would be impossible because innumerable individual inquires would be
14 required to determine whether any compensable “off the clock” work occurred.

15 16. On the meal period claims, Plaintiff alleged several violations. First, she argued
16 that, regardless of whether JC-4’s written policies were compliant, there were significant “de
17 facto” violations for missed, late, and short meal periods. Per Plaintiff, her expert’s review of the
18 sampling of time records produced suggested several thousand meal violations during the class
19 period. Plaintiff further emphasized that, although the records show Defendant paid at least some
20 meal break premiums, it did not start doing so until about half way through the class period.
21 Thus, Plaintiff contends there were thousands of documented violations that went
22 uncompensated.

23 17. In response, Defendant argued its break policies were fully compliant with
24 California law, and that it provided all required meal periods and thereby met its obligations
25 under the Labor Code and applicable Wage Order. Further, Defendant argued to the extent
26 employees missed a break or took a non-compliant break, any such discrepancies were
27 aberrational and against company policy and a myriad of individual issues would be required to
28 determine whether the potential violation resulted from employee choice or some other reason.

1 Consequently, per Defendant, individualized inquiries would dominate on this issue and render
2 class certification inappropriate. Defendant also emphasized it paid thousands of dollars in meal
3 premiums for documented alleged violations in its good faith efforts to comply.

4 18. For the rest break claim, Plaintiff similarly argued that Defendant frequently
5 provided non-compliant rest breaks, as the Class Members often had to skip rest breaks or
6 received shortened rest breaks due to the hectic nature of the work, had to be available to respond
7 to texts/phone calls. Interestingly, JC-4 actually had its employees clock in/out for rest breaks,
8 and Plaintiff contends those records reflect “de facto” violations similar to the meal break issue,
9 where breaks either were untimely, short, or not recorded at all. As with meal breaks, Defendant
10 argued its rest break policies complied with California law and that it authorized and permitted
11 employees to take all required rest breaks, and again that individualized issues would
12 predominate in determining why a rest break allegedly was missed or non-compliant.

13 19. On the expense reimbursement claim, Plaintiff alleges that use of personal cellular
14 phones was necessary and consequential to employment with Defendant, including having to
15 download an app for purposes of obtaining payroll information. Defendant did not reimburse
16 employees for the cost associated with the use of the personal cellular phones for Defendant’s
17 benefit. In response, JC-4 argued it provided employees with all tools and equipment necessary to
18 perform their job duties and, to the extent employees used their own phones, it was purely for
19 personal convenience, was not necessary to their employment, and therefore was not
20 reimbursable.

21 20. Finally, Plaintiff also alleged derivative claims under Labor Code § 226 (alleged
22 inaccurate wage statement violations) and §§ 201-203 (waiting time penalties). These claims are
23 based on the unpaid wage claims and will rise or fall along with those primary claims, in addition
24 to being subject to “good faith” and other defenses available to Defendant. Defendant argued
25 further that the wage statements accurately contained all required information, and that acted in
26 good faith all times with respect to payment of wages. Plaintiff estimated the exposure on these
27 claims at about Accordingly, Plaintiff discounted the derivative claims significantly in light of
28 these multiple potential defenses.

1 21. As far as potential PAGA liability, the alleged aggrieved employees theoretically
2 are entitled to penalties totaling about \$5.4 million should Plaintiff prevail on all claims, establish
3 violations of the multiple Labor Code sections at issue, and secure the maximum penalty on all
4 claims for each and every pay period at issue. As with the class claims, Plaintiff discounted the
5 potential PAGA penalties based on Defendant's various defenses on the merits and also
6 accounted for the Court's wide discretion to reduce such penalties, or to decline to award
7 penalties at all. Accordingly, the Parties allocated \$50,000 to PAGA penalties. Plaintiff submits
8 this amount is reasonable under the circumstances and in line with comparable settlements in
9 other wage and hour class actions in California. Additionally, the LWDA has been informed of
10 the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

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

20 23. Plaintiff and counsel discounted the value of the class claims consistent with the
21 risks discussed above, and carefully weighed the likelihood of the class receiving substantially
22 greater benefit if the litigation continued. Plaintiff and counsel concluded – in light of these very
23 real and substantial risks – settlement on the proposed terms and without prolonged and costly
24 litigation was in the best interests of the class. The overall \$625,000 recovery represents a
25 significant percentage of Defendant's potential exposure and, given the risks addressed above, a
26 total recovery for the class of \$625,000, which will result in average award of some \$185 per
27 class member, is a significant result well within the range of reasonableness considering all
28 potential outcomes, and it will provide direct monetary awards to all Class Members without

1 further delay.

2 **PLAINTIFF'S ENHANCEMENT AWARD**

3 24. Pursuant to the terms of the settlement, Plaintiff seeks a modest incentive award
4 of \$10,000 for her service in bringing these claims on behalf of the Class. The request is
5 reasonable given the risks she undertook on behalf of the Class Members, and by contacting
6 and retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for
7 the absent Class Members, while shouldering the risk of being liable for Defendant's litigation
8 costs. Plaintiff also exposed herself to unwanted notoriety related to filing a public lawsuit
9 (discoverable even through a simple google search) for the benefit of other employees, placing
10 himself at risk of discrimination by future prospective employers. As set forth in more detail in
11 her declaration filed at preliminary approval, among taking many other actions assisting in the
12 successful litigation of this case, Plaintiff provided substantial factual information and
13 documents to counsel, attended numerous meetings/phone conferences with counsel to discuss
14 the case, and kept abreast of all significant developments. Accordingly, the requested
15 enhancement payments to Plaintiff is appropriate and justified as part of the settlement.

16 **SETTLEMENT ADMINISTRATION COSTS**

17 25. The settlement provides for a payment to Phoenix for its services as the Settlement
18 Administrator. As set forth in the Declaration of Lluvia Islas, Phoenix has performed and will
19 continue to perform its required duties through final distribution of the settlement funds and
20 incurred \$21,000 in fees and expenses. Plaintiff accordingly requests the Court approve payment
21 of \$21,000 to Phoenix from the GSA.

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

23 26. As addressed in detail above, at the time the parties reached the tentative
24 settlement success for Plaintiff and the putative class was far from certain. Plaintiff faced a
25 real risk that some or all the claims would not be certified for class treatment, as Defendant
26 had strong arguments that its compensation policies were legal and properly compensated the
27 class members. Even if Plaintiff certified some or all of the claims and ultimately prevailed
28

1 on the merits, it undoubtedly would have taken several years to realize any recovery while
2 they pursued class certification, trial, and an almost certain appeal. Here, the parties did not
3 negotiate the inclusion of attorney's fees until after extensive arms-length bargaining
4 regarding relief to the Class was completed.

5 27. Over the two and a half years this matter has been pending, Crosner Legal's
6 efforts included: extensive pre-lawsuit investigation of the claims of Plaintiff and the putative
7 class, including legal research, research into similar claims and claims against other employers in
8 the same industry, and attempts to locate and contact other employees of the Defendants; (2)
9 drafting a PAGA notice letter; (3) drafting the initial complaint and related documents; (4) case
10 management, including communications with defense counsel, meeting and conferring/preparing
11 case management statements, etc.; (5) lengthy discussions with defense counsel regarding
12 settlement/mediation and informal discovery needed for meaningful settlement discussions; (6)
13 engaging in substantial informal discovery, including propounding informal discovery "requests"
14 and reviewing documents and other information produced; (7) working with a consulting expert
15 on the analysis of Defendant's production; (8) drafting a mediation brief and accompanying
16 damages model after review and analysis of defendant's formal and informal discovery
17 production; (9) attending an all-day mediation; (10) negotiating and drafting the settlement
18 agreement and related documents; (11) drafting the motion for preliminary approval, and
19 attending the hearing; (12) administration of the settlement, including communications with the
20 Settlement Administrator and settlement class members; (13) drafting the motion for
21 reconsideration as to the enhancement award, (14) final approval and attorney's fees, and
22 attending the final approval hearing; and (15) extensive communications with the Plaintiff
23 regarding case status, case investigation and document review, mediation, and settlement terms.
24 Additionally, Class Counsel will incur additional time following final approval to, inter alia,
25 respond to class member inquiries, work with the Settlement Administrator on the distribution of
26 settlement funds, and on the compliance hearing. A true and correct summary of hours expended
27 and work performed is attached hereto as Exhibit 2.

28 28. I am a graduate of Loyola Law School, Los Angeles, from which I received a *juris*

1 *doctorate* degree in 2009. Prior to attending law school, I attended the University of Southern
2 California, from which I received a *bachelors of science* in Business Administration in 2006.

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

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

12 31. In particular, I have served as class counsel in several certified class action cases,
13 including:

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

16 b. *Lewis v. Express Messenger Systems*, Los Angeles Superior Court Case No.
17 BC501521 (class counsel for certified class of last-mile delivery drivers who were
18 alleged to be misclassified as independent contractors)

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

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

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

28 e. *Cruz v. Walmart*, Los Angeles County Super. Ct. Case No. 18STCV03128 (\$15

1 million global PAGA settlement on behalf of hourly employees statewide for alleged
2 Labor Code violations.)

3 f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C
4 15-02051 (\$11 million global PAGA settlement on behalf of over 36,000 employees
5 for Labor Code violations.)

6 g. *Gross v. Sodexo*, Kern County Super Ct., Case No. BCV-18-101746 Capstone
7 (\$4.75 million class and PAGA settlement on behalf of class of non-hourly employees
8 for Labor Code violations.)

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

12 i. *Fiebelkorn v. AEG*, et al. Los Angeles Superior Court Case No. BC717337
13 (\$1.75M class settlement on behalf of group of hourly employees who worked at
14 Oakland Coliseum for alleged Labor Code violations)

15 j. *Amaro v. Anaheim Arena Management*, Orange County Superior Court Case No.
16 30-2017-00917542 (\$2,212,500 class and PAGA settlement on behalf of group of
17 hourly employees who worked at Honda center in Anaheim California for alleged
18 Labor Code violations)

19 k. *Espindola v. Panda Express*, San Bernardino Superior Court Case No.
20 CIVDS1931455 (\$3.125M class and PAGA settlement on behalf of hourly employees
21 statewide for alleged Labor Code violations)

22 l. *Gold v. Benihana*, San Diego Court Superior Court Case No. 37-2016-00022320-
23 CU-OE-NC (\$2.25M class and PAGA settlement on behalf of hourly employees
24 statewide for alleged Labor Code violations)

25 m. *Party City Wage and Hour Cases*, JCCP4781 (\$6.5M class and PAGA settlement
26 on behalf of hourly employees statewide for alleged Labor Code violations)

27 n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No.
28 BC501521 (\$10.5M class and PAGA settlement on behalf of a statewide group of

independent contractor last-mile delivery drivers alleged to be misclassified)

- o. *Flores v. Tesla*, Alameda County Superior Court Case No. RG18907072 (\$4M class and PAGA settlement on behalf of statewide group of hourly employees for alleged Labor Code violations)
- p. *Ruiz v. Disney Stores*, San Bernardino Superior Court Case No. CIVDS2016983 (\$2M class and PAGA settlement on behalf of statewide group of hourly employees who worked at retail stores in California for alleged Labor Code violations)
- q. *Ramirez v. Yin Management*, Sacramento County Superior Court Case No. 34-2021-00301530 (\$1.8M class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's McDonald's franchises in California for alleged Labor Code violations).
- r. *Suhartono v. RRG Besh*, Los Angeles County Superior Court Case No. 19STCV22184 (\$2.25 class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's McDonald's franchises in California for alleged Labor Code violations).
- s. *Gomes v. Kura Sushi*, Los Angeles County Superior Court Case No. 19STCV18977 (\$1.75M class and PAGA settlement on behalf of statewide group of hourly employees 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).

33. 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

1 landmark case that established the ‘McGill rule’ precluding the waiver of public
2 injunctive relief in pre-dispute arbitration agreements, negotiated confidential
3 settlement on behalf of consumer who sued for damages and class injunctive relief
4 stemming from marketing of credit protector plan)

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

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

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

27 37. Mr. Crosner has been selected by Super Lawyers as a “Southern California
28 Rising Star” for employment and labor law consecutively from 2018 through 2023. Super

1 Lawyers has also named me on their “Up-and-Coming 100” Southern California Rising Stars
2 List for consecutive years from 2021 through 2023. Only 2.5% of lawyers within California are
3 named a Super Lawyer Rising Star and even less are added to their Top Lists. Additionally, he
4 has been selected as a Top 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers,
5 invitation-only organization composed of the premier trial lawyers, from 2019 through 2023.
6 He is an active participant in advocacy groups, including as an executive board member of the
7 Wage and Hour Committee and the Legislative Committee for the California Employment
8 Lawyers Association; a member of the Grassroots Advocacy Team for the National
9 Employment Lawyers Association; Wage and Hour Committee member and Class Action
10 Committee member for the National Trial Lawyers; a member of the American Association for
11 Justice; and a member of the Pound Civil Justice Institute.

12 38. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a
13 1995 graduate *cum laude* of the University of San Diego School of Law, where he was selected to
14 the Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation associate with
15 Ross Dixon & Bell, LLP (now Troutman Pepper LLP), in Orange County, California, where his
16 practice focused on complex business, employment, and insurance coverage disputes. In 2003, he
17 became associated with Dostart Clapp & Coveney, LLP, then one of the premiere plaintiffs’ wage
18 and hour class action firms in California. In 2008, he founded the Law Offices of J. Kirk
19 Donnelly, APC and, in January 2019, also became Of Counsel to Crosner Legal, P.C. Since
20 2003, his practice has focused on representing plaintiffs in wage and hour and consumer law
21 matters, including both class actions and individual matters. He has served as class counsel in
22 over 60 wage and hour class actions.

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

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

7 41. Jamie Serb is a partner with Crosner Legal and head of the firm's Wage and Hour
8 practice group. She graduated from the University of California, San Diego in 2004, graduated
9 from California Western School of Law in 2013, and has been a member of the California Bar
10 since 2013. She gained extensive experience in wage and hour litigation, beginning work as a
11 class action attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm,
12 APLC; Turley Law Firm, APLC). She has handled wage and hour class actions and PAGA
13 lawsuits for nearly ten years and has assisted in obtaining millions of dollars for employees
14 during her years of practice.

15 42. Samantha A. Smith is a former Partner of Crosner Legal P.C. where her practice
16 focused on managing wage and hour class action and PAGA settlements. Ms. Smith was admitted
17 to the California Bar in December of 2004, and received a J.D. from University of California,
18 Hastings College of the Law and a B.A. from University of California, Davis. Ms. Smith has
19 dedicated her 20-year career to plaintiffs'-side class action litigation. Her wealth of experience
20 includes successful work on all stages of class action litigation, including class action appeals,
21 class certification motions, and class settlements. See, e.g., *Blue Diamond Growers Product*
22 *Labeling Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false advertising of Blue
23 Diamond food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050 (Santa Clara Superior
24 Court) (employee data breach); *Overton v. Armour-Eckrich Meats, LLC*, Case No.
25 CIVDS1501325 (San Bernardino County Superior Court) (unpaid wages, meal period and rest
26 break claims, and PAGA violations for nonexempt employees); *DeLeon et al. v. Westlake*
27 *Services, LLC*, Case No. BC 526750 (Los Angeles County Superior Court) (unpaid overtime,
28 meal period and rest break claims for call center employees); *Sawyer v. Retail Data, LLC*, Case

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

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

1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No.
2 21CV382467 (Santa Clara Cty. Super. Ct.)), a \$1.4 million wage and hour class action settlement
3 in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino
4 Cty. Super. Ct.), a \$2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v.*
5 *Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million
6 wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No.
7 CIVDS1931464 (San Bernardino Cty. Super. Ct.); \$1.015 million wage and hour class action
8 settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco
9 Cty. Super. Ct.); and a \$1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v.*
10 *Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a
11 \$1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No.
12 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3 million wage and hour class action
13 settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super.
14 Court); a \$1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case
15 No. 21STCV31479 (Los Angeles Cty. Super. Ct.); a \$1.19 million dollar wage and hour class
16 action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367
17 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage and hour class action settlement in 2024 in
18 *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super
19 Ct.); a \$1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case
20 No. 23CV025345 (Alameda Cty. Superior Ct); a \$3.9 million wage and hour class action
21 settlement in 2025 in *Bolanos et al. v. Newport Fab*, Case No. 30-2022-01280696-CU-OE-CXC
22 (Orange Cty. Super. Ct.); and a \$5,093,537.50 wage and hour class action settlement in 2025 in
23 *Deaver, et al. v Blue Diamond Growers*, Case No. 34-2022-00316490-CU-OE-GDS (Sacramento
24 Cty. Super. Ct.).

25 44. Based upon the qualifications and experience set forth above, the following
26 hourly rates are reasonable for attorneys practicing in this area of the law in California: Zachary
27 M. Crosner \$850/hour, Brandon Brouillette \$800/hour; Jamie Serb \$800/hour, J. Kirk Donnelly
28 \$950/hour; Kiara Bramasco \$650/hour, Samantha Smith \$800/hour, and Branden Hamilton

1 \$600/hour.

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

17 46. The requested rates also comport with the adjusted Laffey Matrix, which provides
18 that reasonable hourly rates for attorneys with 20+ years of experience, such as Mr. Donnelly is
19 over \$1,000, and a reasonable rate for an attorney with 10+ years of experience, such as myself
20 and Mr. Crosner, is over \$800. The adjusted Laffey Matrix may be found at
21 <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article, “Billable Hours
22 Aren’t the Only Game in Town Anymore,” NATIONAL LAW JOURNAL, which set forth the
23 following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading
24 firm in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-
25 hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year -
26 \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.³⁶

27 47. After the analysis above, Crosner Legal’s lodestar is \$130,040, based on 162.5
28 attorney hours spent litigating this case through the filing of this motion. Further, we will almost

1 certainly spend additional time addressing settlement administration matters, responding to class
2 member questions, etc. As noted, Crosner Legal has represented Plaintiff for over two years with
3 respect to this matter and has expended a significant amount of time and resources in that
4 representation. We agreed to litigate this case on a purely contingent basis and assumed
5 considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with
6 these cases in general. Under all relevant factors (as outlined herein and in the accompanying
7 memorandum), Plaintiff respectfully requests the Court award her counsel the requested fees of
8 \$208,333.33 based on the common fund theory with a corresponding lodestar cross-check with a
9 modest enhancement of 1.60. Crosner Legal will not share any fees awarded with any other
10 attorney or firm.

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

15 49. Crosner Legal assumes a great deal of contingent risk in every wage and hour class
16 action it undertakes. Attorneys at my firm have been involved in a number of cases where
17 plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with
18 no return. For example, in a matter alleging misclassification on behalf of a putative class of
19 assistant managers at major restaurant chain, after three years of exceptionally adversarial
20 litigation and the investment of over 1,000 hours of attorney time and over \$100,000 in costs, the
21 trial court denied plaintiffs' motion for class certification. In another misclassification case on
22 behalf of assistant managers at large restaurant chain, the parties reached a settlement after three
23 years of litigation, secured preliminary approval and completed the notice process to the
24 settlement class, only to have the defendant file for bankruptcy a few days before the final
25 approval hearing. Lastly, in a matter against a large regional bank seeking expense
26 reimbursement of behalf of outside salespersons, after more than a year of combative litigation
27 and shortly before plaintiff's class certification motion was due, the defendant was taken over by
28 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.

50. Class Counsel's litigation costs and expenses are capped at \$25,000 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$3,249.00
Mediation Fees	\$7,000.00
Expert Fees	\$9,880.00
Postage/Overnight/Fax	\$48.09
CourtCall	\$72.00
PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$20,324.09

51. 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 \$20,324.09.

52. 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 27th day of August 2025, at Los Angeles, California.


Declarant

EXHIBIT

1

EXHIBIT

2

**Patricia Alvarado v. JC-4, Inc. dba McDonald's
(San Bernardino County Superior Court Case No. CIVSB2314091)**

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Brandon Brouillette	J. Kirk Donnelly	Samantha Smith	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	3.3	0.0	0.0	0.0	0.0	4.2	7.1
Pleadings and Law and Motion	4.2	0.0	2.4	10.5	0.5	2.9	5.0
Discovery and Post- Filing Investigation	3.2	0.0	6.5	0.0	0.0	0.0	0.0
Case Management; Litigation Strategy & Analysis	8.5	0.0	18.8	1.0	8.5	0.0	0.0
Mediation and Settlement	4.7	4.5	66.2	0.0	0.5	0.0	0.0
Total Hours	23.9	4.5	93.9	11.5	9.5	7.1	12.1
Hourly Rate	\$850	\$800	\$800	\$950	\$800	\$650	\$650
Lodestar	\$20,315.00	\$3,600.00	\$75,120.00	\$10,925.00	\$7,600.00	\$4,615.00	\$7,865.00

Total Hours: 162.5
Total Lodestar: \$130,040