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14

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN BERNARDINO**
17

18 LOUIS NORIEGA and THERESA MOORE,
19 individuals, on behalf of themselves and on
behalf of all persons similarly situated,

20
21 Plaintiffs,

22 vs.

23 QVC, INC., a Corporation; and DOES 1
24 through 50, inclusive,

Case No.: CIVSB2319032

Assigned for all Purposes to:
Hon. Jessica Morgan
Dept. S-26

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

Date: May 28, 2025
Time: 8:30 a.m.
Dept.: S-26

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I, SEPIDEH ARDESTANI, Declare:

1. I am an attorney duly licensed to practice in California and before this Court, and I am a partner with Crosner Legal, PC, counsel of record for plaintiff. I make this declaration in support of Plaintiff's Motion for Approval of Settlement under the Private Attorneys General Act. If called to testify as to the within facts, I would and could competently do so.

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ARDESTANI DECLARATION ISO MOTION FOR FINAL APPROVAL

1 time clock line or traversing the warehouse to the break area and accordingly did not receive fully-
2 compliant meal and rest breaks. Finally, Plaintiffs allege class members had to use their personal
3 cell phones for work purposes such as communicating with each other and with supervisors.

4 5. Based on these allegations, on August 9, 2023, after notice to QVC and the LWDA
5 and exhausting administrative remedies, Plaintiff Noriega filed a PAGA-only representative
6 complaint in this Court seeking civil penalties against Defendant for several alleged violations of
7 the Labor Code and IWC Wage Orders. A few weeks later, after likewise exhausting
8 administrative remedies, on November 3, 2023, Plaintiff Moore also filed a PAGA-only complaint
9 in this Court alleging substantially similar Labor Code violations by Defendant. Plaintiffs asserted
10 their PAGA claims on behalf of individuals who worked for Defendant as non-exempt employees
11 in California during the relevant time frame.

12 6. QVC has at all times denied Plaintiffs' collective allegations and maintained its
13 meal break and payroll policies and procedures comply with California law, that it provided the
14 class members with required meal and rest breaks, and that it paid Plaintiffs and the class members
15 all wages due and for all hours worked. Additionally, QVC strongly contends the case cannot be
16 maintained as any kind of class or representative action, arguing that to the extent class members
17 missed breaks, that such breaks were non-compliant, or that employees worked "off the clock," it
18 was against company policy, and intermittent or infrequent and evidence of such violations would
19 be purely anecdotal. Thus, per QVC individual issues predominate and trial would be
20 unmanageable.

21 7. After Plaintiffs filed their respective complaints, the Parties engaged in initial written
22 discovery and, after meeting and conferring regarding discovery, law and motion, and other case
23 management issues, agreed to attempt mediation. The Parties also agreed on a protocol for an exchange of
24 substantial documents and information before the mediation to facilitate the settlement discussions.
25 Consequently, Plaintiff's counsel reviewed payroll records, compensation plans, personnel
26 policies/handbooks, personnel files, and a random sampling of Class Member paystubs and time
27 records. Defendant also provided data regarding the total number of putative class members, the estimated
28 total amount of workweeks and pay periods they worked, and average pay rates, among other relevant data.

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

PROPOSED SETTLEMENT TERMS

9. Under the settlement, QVC will pay \$1,500,000.00 into a common fund, the Gross Settlement Amount or GSA. Attorney's fees of up to one-third of the GSA (\$500,000), litigation costs of up to \$33,000 (only \$30,043.56 is requested), service awards of \$10,000 each for the plaintiffs (*i.e.*, \$20,000 total), settlement administration costs of \$18,000, and \$100,000 for alleged PAGA civil penalties, all will be paid from the Gross Settlement Amount. The remainder of approximately \$829,000 will be allocated among the Participating Class Members based on total weeks worked during the Class Period. No portion of the GSA will revert to QVC.

10. As noted, the settlement obligates QVC to pay \$1,500,000 to resolve the Settlement Class' claims, inclusive of attorney's fees and costs. Approximately \$829,000 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that does not require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining eighty percent will be allocated to expense reimbursement, penalties and interest. QVC will pay any and all applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the Court's approval, any amounts not claimed (because a class member does not cash his or her settlement check), plus interest, will be forwarded to the California State Controller's Unclaimed Property Fund.

11. Each Participating Class Member will receive a share of the Net Settlement Amount based on his or her total weeks worked for QVC in California during the Class Period while employed in a non-exempt position. Thus, each Class Member's Individual Settlement

1 Share will be calculated using criteria typically used in determining appropriate amounts of unpaid
2 wages, unpaid premium wages for missed meal breaks, and potential statutory penalties under
3 applicable law. These methods are intended to ensure each Class Member receives a portion of the
4 available settlement funds corresponding to the relative value of his or her potential claims. The
5 proposed allocation provides a reasonable way to compensate Class Members based on the
6 amount of time they worked for QVC and the number of instances they missed a meal break, were
7 not provided compensation in lieu of such missed breaks, or lost wages due to the alleged off the
8 clock work, etc.

9 12. All Participating Class Members will be deemed to release defendant QVC from all
10 claims alleged in the operative complaint, or that could have been brought based on the allegations
11 in the operative complaint, including PAGA claims, during the Class and PAGA Periods. The
12 release is limited to the claims that were actually pleaded or could have been pleaded based on the
13 alleged facts in the operative complaint.

14 13. As noted, the Parties allocated \$100,000 from the GSA to resolution of Plaintiffs'
15 claims under PAGA, and Plaintiffs submit that amount is fair, reasonable and adequate, and
16 consistent with PAGA's underlying purposes. Per Labor Code section 2699(1)(2), Plaintiffs gave
17 notice of the settlement and the approval hearing to the LWDA via its online portal. A true and
18 correct copy of the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

19 **The Proposed Settlement Meets the Dunk and Kullar Factors and is within the Range of**
20 **Reasonableness, And Final Approval Should Be Granted**

21 14. Prior to settlement, the parties engaged in extensive informal discovery to facilitate
22 settlement discussions. As a result, Plaintiffs reviewed documents and information regarding QVC's
23 payroll practices, pay stubs and time records for a sampling of class members, meal and rest break
24 policies, etc., and information from Defendant regarding class size and breakdown, work weeks,
25 rates of pay, and other information used to formulate a damages model. Plaintiffs then had that
26 information reviewed with the assistance of consulting experts at Berger Consulting Group to help
27 evaluate meal and rest break violations rates, amount of off the clock work, and formulate a damages
28 model. Plaintiffs' counsel are confident they obtained sufficient information to enable them to

1 understand the law and facts of this case and make an informed decision regarding the proposed
2 settlement and whether it is in the best interests of the class.

3 15. Using that data, Plaintiffs ran various calculations and estimated QVC's likely
4 maximum exposure on the class claims at approximately \$9,439,132, which consists of \$140,578
5 for unpaid wages due to the allege miscalculation of the regular rate, \$858,847 on the unpaid
6 wage/off the clock claims, \$15,103 on the meal break claims (after deduction of meal period
7 premiums already paid), \$86,726 on the rest break claims, and \$143,030 on the expense
8 reimbursement claims. In addition, as to derivative statutory penalties, Plaintiffs calculated the
9 maximum value of the wage statement claims to be \$4,725,650 and \$3,469,198 for the waiting
10 time penalty claims.

11 16. On the unpaid wage claims, Plaintiffs argued QVC's policies resulting in
12 substantial "off the clock" work that went uncompensated by Defendant. As noted above,
13 Plaintiffs allege class members lost several minutes of compensable time each shift by, inter alia,
14 having to wait in long lines to clock in and out, and losing time getting from their work stations to
15 the break room and/or time clocks due to the sheer size of the Ontario facility and QVC's unique
16 policies that could result discipline for failure to timely clock in/out. With the significant waiting
17 time the employees faced plus the controlled walking time in the warehouse, employees
18 essentially were compelled to subject themselves to well more than 6 minutes per shift
19 congregating early and under Defendant's control in order to avoid punishment for a late clock in.

20 17. In response, Defendant took the position that its time keeping policies are legally
21 compliant, that it accurately tracked and paid for all hours worked consistent with those policies,
22 and that any work done "off the clock" either on a meal period or before a shift was not sanctioned
23 and done without QVC's knowledge. Per QVC any time spent in line at the time stations or
24 traveling through the warehouse was accounted for, and per Defendant it specifically compensated
25 employees for their time walking between the entrance and exit of the distribution centers and the
26 time clocks. Per QVC, if any time went uncounted or unpaid for it was both aberrational and
27 against company policy, and a myriad of individualized inquiries would be required to resolve the
28 issue and accordingly class certification would be inappropriate.

1 18. For the meal and rest break claims, Plaintiffs argued Defendant frequently provided
2 non-compliant meal breaks in several ways. Per Plaintiffs, the Class Members had to spend their
3 break time 1.) traveling from the depths of Defendant's warehouse to the lobby where their
4 lunches were located (in refrigerators provided by Defendant), 2.) submitting to loss inspections
5 off the clock before leaving the premises for a lunch, and 3.) having to spend break time waiting in
6 line to clock in to return to work. Thus, Plaintiff alleged nearly all meal periods were impacted by
7 one or more of these factors and thus non-compliant.

8 19. In response, Defendant argued its break policies were fully compliant with
9 California law, and that it provided all required meal periods and thereby met its obligations under
10 the Labor Code and Wage Order. Further, Defendant argued it provided employees with a net 30
11 minutes for their meal breaks and accounted for any time potentially spent waiting in line to clock
12 out or walking through the warehouse. QVC also noted that to the extent employees missed a meal
13 break or took a non-compliant break, any such discrepancies were aberrational and against
14 company policy and a myriad of individual issues would be required to determine if the potential
15 violation resulted from employee choice or some other reason. Consequently, per the Defendant,
16 individualized inquiries would dominate on this issue and render class certification inappropriate.
17 Defendant also argued it paid hundreds of break premiums for documented meal period violations.

18 20. As with meal breaks, Defendant argued its rest break policies complied with
19 California law and authorized and permitted employees to take all required breaks and that all
20 breaks were at least a net 10 minutes. Defendant further contended that, in light of the fact that it
21 is not required to maintain a record of rest periods, any evidence of failure to authorize rest periods
22 and/or discouragement from taking rest periods would be purely anecdotal and individual issues
23 would predominate on liability. Defendant also may contend that it is only liable if Plaintiff can
24 prove, on a shift-by-shift basis, the aggrieved employees actually did not receive a fully compliant
25 rest break. This arguably would make a trial unmanageable since the number of instances an
26 employee missed a rest break would have to be tested on a case by case basis to determine if there
27 was compliance.

1 21. Plaintiffs’ based their expense reimbursement claim on the need to use their
2 personal mobile devices for company business, for which they were not reimbursed as required by
3 Labor Code section 2802. On the other hand, Defendant argued there was no conceivable reason for
4 Class Members to use their own phones while on the clock and working, and thus any use of personal
5 phones was not necessary and not reimbursable.

6 22. Plaintiffs also alleged derivative claims under Labor Code § 226 (alleged
7 inaccurate wage statement violations) and §§ 201-203 (waiting time penalties). These claims were
8 based on the “off the clock” unpaid wage claim and the overtime regular rate claims, and will rise
9 or fall along with that primary claim, in addition to being subject to “good faith” and other
10 defenses available to Defendant. Accordingly, Plaintiffs discounted the derivative claims
11 significantly in light of these multiple potential defenses.

12 23. As far as potential PAGA liability, the theoretical penalties theoretically totaled
13 around \$24 million should Plaintiffs prevail on all claims and establish violations of the multiple
14 Labor Code sections at issue for every single eligible pay period. As with the class claims, Plaintiffs
15 discounted the potential PAGA penalties for the multi-layered defenses proffered by Defendant on
16 the merits, and further discounted these claims since the Court possesses wide discretion to reduce
17 such penalties even if Plaintiffs ultimately prevailed. Accordingly, the Parties allocated \$100,000 to
18 PAGA penalties, which amount is reasonable and in line with comparable settlements in other class
19 actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion
20 of the settlement, and will be able to weigh in as necessary.

21 24. Overall, Defendant raised various defenses to Plaintiffs’ claims on both class
22 certification and the merits that, if successful, could have negatively impacted Plaintiffs’ claims or
23 potentially reduced potential damages. Accordingly, Plaintiffs faced significant risks going
24 forward with this litigation, and given the need to secure and maintain class certification, prevail
25 at trial, and deal with post-trial appeals, it would have taken years to realize any recovery in this
26 action.

27 25. The settlement obviates the significant risk that this Court may find any kind of
28 class resolution unachievable or might deny certification of all or some of Plaintiffs’ claims.

1 Furthermore, even if Plaintiffs obtained certification of all or some of the claims, continued
2 litigation would be expensive as the parties pursued merits discovery, a probable motion to
3 decertify, as well as trial and possible appeals, and would substantially delay any recovery by the
4 class with no assurance of recovering significantly more than the proposed settlement. Overall,
5 while Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to
6 each cause of action. Plaintiffs also recognize proving the amount of wages and penalties due each
7 Class Member would be an expensive and uncertain proposition.

8 26. Defendant raised significant procedural and merits defenses to Plaintiffs' claims,
9 any one of which, if successful, could have derailed Plaintiff's case. Accordingly, Plaintiffs faced
10 risky issues going forward with this litigation, and given the need to secure class certification, try
11 the case, and deal with post-trial appeals, it would have taken years to realize any recovery in this
12 action. Plaintiffs and their counsel discounted the value of the class claims consistent with the
13 risks discussed above, and carefully weighed the likelihood of the class receiving substantially
14 greater benefit if the litigation continued. Plaintiffs and counsel concluded – in light of these very
15 real and substantial risks – settlement on the proposed terms and without prolonged and costly
16 litigation was in the best interests of the class. The overall \$1,500,000 recovery represents a
17 significant percentage of Defendant's potential exposure and given these risks addressed above, a
18 total recovery for the class of \$1,500,000 is a fair result within the range of reasonableness
19 considering all potential outcomes.

20 **Plaintiffs' Enhancements**

21 27. A modest incentive award for Plaintiffs is appropriate under applicable law. Both
22 devoted time and resources to the litigation, provided documents, assisted Class Counsel with
23 investigating the claims asserted and in preparing for mediation. The service payment provided to
24 Plaintiffs as the class representative is typical in class action cases and reasonable. Here, the
25 Settlement Agreement provides for an enhancement of up to \$10,000.00 to each Plaintiff. These
26 requests are reasonable given the risks they undertook on behalf of the Class Members. By
27 contacting and retaining counsel to pursue these claims, Plaintiffs helped make this settlement
28 possible for the absent Class Members, while shouldering the risk of being liable for Defendant's

1 litigation costs. Plaintiffs also exposed themselves to unwanted notoriety related to filing a public
2 lawsuit (discoverable even through a simple google search) for the benefit of other employees,
3 placing themselves at risk of discrimination by future prospective employers. Among taking many
4 other actions assisting in the successful litigation of this case, Plaintiffs provided substantial
5 factual information and documents to counsel, attended numerous meetings/phone conferences
6 with counsel to discuss the case, and kept abreast of all significant developments, all as set forth in
7 their respective declarations filed at preliminary approval.

8 **SETTLEMENT ADMINISTRATION COSTS**

9 28. The settlement provides for a payment to Simpluris for its services as the
10 Settlement Administrator. As set forth in the Declaration of Markus Balthuis, Simpluris has
11 performed and will continue to perform its required duties through final distribution of the
12 settlement funds and incurred \$18,000 in fees and expenses. Accordingly, Plaintiffs respectfully
13 request the Court approve payment of \$18,000 to Simpluris from the GSA.

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

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

21 30. While this matter has been pending, Crosner Legal's efforts included:
22 (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including
23 legal research, obtaining Plaintiffs' employment records, research into similar claims and claims
24 against other employers in the same industry, and attempts to locate and contact other employees
25 of Defendant; (2) drafting a PAGA notice letter; (3) drafting the initial complaints and related
26 documents; (4) case management, including communications with defense counsel, meeting and
27 conferring/preparing case management statements, etc.; (5) lengthy discussions with defense
28 counsel regarding settlement/mediation and informal discovery needed for meaningful settlement

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

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

26 32. Zach Crosner is a 2010 graduate of University San Diego School of Law, and has
27 some 14 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

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

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

1 for employees during her years of practice.

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

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

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

24 39. 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
28 in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento

1 Cty. 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*
7 *Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million wage and
8 hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-
9 YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v.*
10 *First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a \$2.2
11 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et*
12 *al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage and hour
13 settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No.
14 CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action
15 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.
16 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply*
17 *Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million wage and
18 hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.
19 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement
20 in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super.
21 Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*
22 *Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million wage and
23 hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No.
24 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action settlement
25 in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3
26 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No.
27 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class settlement
28 in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); and a

1 \$1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight*
2 *Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.).

3 37. Based upon the qualifications and experience set forth above, the following hourly
4 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M.
5 Crosner \$800/hour, Jamie K. Serb, \$750/hour, Nikki Trenner \$700/hour, Kiara Bramasco
6 \$650/hour, J. Kirk Donnelly \$900/hour and Branden Hamilton \$600/hour.

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

21 39. The requested rates also comport with the adjusted Laffey Matrix, which provides
22 that reasonable hourly rates for attorneys with 20+ years of experience, such as Mr. Donnelly is
23 over \$1000, and a reasonable rate for an attorney with 10+ years of experience, such as myself,
24 Mr. Crosner and Ms. Serb, is over \$800. The adjusted Laffey Matrix may be found at
25 <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article, "Billable Hours
26 Aren't the Only Game in Town Anymore," NATIONAL LAW JOURNAL, which set forth the
27 following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading firm
28 in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-hour

1 class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335,
2 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.36

3 40. After the analysis above, Crosner Legal's lodestar is \$151,730, based on 207.3
4 attorney hours spent litigating this case through the filing of this motion. When combined with the
5 Blumenthal firm's lodestar, the total lodestar for both firms is \$322,941.25. Further, we will
6 almost certainly spend additional time addressing providing supplemental briefing prior to the
7 hearing, addressing settlement administration matters, responding to class member questions, etc.

8 41. As noted, Crosner Legal has represented Plaintiff Moore for some two plus years
9 with respect to this matter and has expended a significant amount of time and resources in that
10 representation. The firm agreed to litigate this case on a purely contingent basis and in so doing
11 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the
12 case with these cases in general. Under all relevant factors (as outlined herein and in the
13 accompanying memorandum), Plaintiffs respectfully request the Court award counsel the
14 requested fees of \$500,000 based on the common fund theory with a corresponding lodestar cross-
15 check and a reasonable upward modifier of 1.55.

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

20 43. Crosner Legal assumes a great deal of contingent risk in every wage and hour class
21 action it undertakes. Attorneys at my firm have been involved in a number of cases where
22 plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with
23 no return. For example, in a matter alleging misclassification on behalf of a putative class of
24 assistant managers at major restaurant chain, after three years of exceptionally adversarial
25 litigation and the investment of over 1,000 hours of attorney time and over \$100,000 in costs, the
26 trial court denied plaintiffs' motion for class certification. In another misclassification case on
27 behalf of assistant managers at large restaurant chain, the parties reached a settlement after three
28 years of litigation, secured preliminary approval and completed the notice process to the

1 settlement class, only to have the defendant file for bankruptcy a few days before the final
2 approval hearing. Lastly, in a matter against a large regional bank seeking expense reimbursement
3 of behalf of outside salespersons, after more than a year of combative litigation and shortly before
4 plaintiff's class certification motion was due, the defendant was taken over by federal regulators.
5 In each of these instances the plaintiff's firm received nothing despite the investment of hundreds
6 of hours of attorney time and thousands of dollars in out-of-pocket costs.

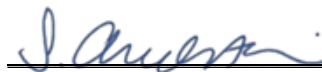
7 44. Class Counsel's litigation costs and expenses are capped at \$33,000 under the terms
8 of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by
9 Crosner Legal is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$2,516.70
Mediation Fees	\$4,425.00
Expert Witness Fees	\$3,600.00
PAGA Filing Fee	\$75.00
Postage/Delivery	\$96.18
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$10,712.88

18 45. As set forth in the Nordrehaug Declaration, the Blumenthal Nordrehaug firm's
19 costs are \$19,330.68. I therefore respectfully request the Court approve payment of \$30,043.56 in
20 litigation costs and expenses to Class Counsel, including \$10,712.88 to Crosner Legal and
21 \$19,330.68 to Blumenthal Nordrehaug.

22 46. For all the foregoing reasons, I respectfully request that the Court approve the
23 settlement in all particulars.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct. Executed this 6th day of May 2025, at Los Angeles, California.

26
27 
28 Declarant

EXHIBIT

1

EXHIBIT

2

Theresa Moore v. QVC, Inc. et al.
(San Bernardino County Superior Court Case No. CIVSB2328448)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Sepideh Ardestani	Kiara Bramasco	Branden Hamilton	J. Kirk Donnelly
Pre-filing Case Investigation	4.1	0.0	0.0	3.9	6.0	0.0
Pleadings and Law and Motion	3.7	0.0	3.2	4.8	4.1	12.5
Discovery and Post-Filing Investigation	1.5	3.6	10.5	0.0	0.0	0.0
Court Appearances	0.0	0.0	5.5	0.0	0.0	1.0
Case Management; Litigation Strategy & Analysis	10.3	46.1	64.5	0.0	0.0	1.2
Mediation and Settlement	3.8	6.2	10.8	0.0	0.0	0.0
Total Hours	23.4	55.9	94.5	8.7	10.1	14.7
Hourly Rate	\$800	\$750	\$700	\$650	\$600	\$900
Lodestar	\$18,720	\$41,925.00	\$66,150.00	\$5,655.00	\$6,060.00	\$13,230.00

Total Hours: 207.3
Total Lodestar: \$151,740.00