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8 **SUPERIOR COURT OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF LOS ANGELES**

10
11 JOSHUA ROJAS, on behalf of the State of
California and all Aggrieved Employees,

12 Plaintiff,

13
14 v.

15 INTEGRATED DISTRIBUTION
16 SYSTEMS, INC., a California Corporation;
DART ENTITIES, INC., a Nevada
17 Corporation; and DOES 1-100, inclusive,

18 Defendants.
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Case No.: 24STCV04611

Assigned for All Purposes to:
Hon. Randolph M. Hammock
Dept. 49

**DECLARATION OF BRANDON
BROUILLETTE IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 27, 2026
Time: 8:30 a.m.
Dept.: 49

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1. I am an attorney duly licensed to practice in California and before this Court, and I am associated with Crosner Legal, PC, counsel of record for plaintiff Joshua Rojas. I make this declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement and Request for Attorney's Fees and Costs. If called to testify as to the within facts, I would and could competently do so.

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employees, the number of Aggrieved Employees, the number of workweeks throughout the Class Period, and the number of pay periods throughout the PAGA Period. From this information, Plaintiff was able to analyze Defendant's liability for the claims asserted in this case and, with the assistance of Plaintiff's experts at Berger Consulting Group, the potential exposure and damages.

5. In March 2025, the Parties participated in mediation with Steve Mehta, Esq., a respected wage and hour class action mediator. Additionally, the Parties also agreed to explore resolution of Plaintiff's claims on a class-wide basis in addition to the pending PAGA claims. The mediation lasted a full day and with the mediator's assistance the Parties reached agreement on all major issues and agreed to resolve the case on both a class and PAGA basis.

TERMS OF THE PROPOSED SETTLEMENT

6. Under the settlement, IDS will pay \$312,500 into a common fund, the Gross Settlement Amount ("GSA"). Attorney's fees of up to \$104,166.66 (1/3 of the GSA), litigation costs of up to \$20,000 (only \$15,738.04 is requested), settlement administration costs of \$8,250, a service award to Plaintiff of no more than \$10,000, and PAGA civil penalties of \$30,000, all will be paid from the GSA. The balance of around \$144,345 will be allocated pro rata to the Class Members based on their weeks worked during the Class Period. No portion of the GSA will revert to IDS.

7. As noted, the settlement obligates IDS to pay \$312,500 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs. At least \$144,345 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 penalties and interest, which allocation is consistent with IDS's potential liability. IDS 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 their settlement check) will be forwarded to the State Controller's Unclaimed Property Fund. [Brouillette Decl., ¶ 9.]

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

11 9. Upon final approval, Participating Class Members shall forever release the
12 Released Parties for the Released Claims for the Class Period, including all claims pleaded in the
13 Operative Complaint, and which could reasonably have been alleged, based on the Class Period
14 facts, allegations, and/or claims stated in the Operative Complaint, for work performed during the
15 Class Period, and as specifically detailed in Sections 5.2 of the Agreement. Additionally, the
16 Aggrieved Employees will the Released Parties from all claims for PAGA penalties that were
17 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
18 Operative Complaint, and PAGA Notice, and as more specifically detailed in Section 5.3 of the
19 Agreement.

20 10. As noted, the Parties allocated \$30,000 to resolution of Plaintiff's alleged claims
21 under PAGA, and Plaintiff requests the Court approve that amount as fair, reasonable, and
22 adequate, and consistent with PAGA's underlying purposes. As provided under PAGA, \$22,500
23 of that amount will go to the LWDA for the State's share of the civil penalties, while the
24 remaining \$7,500 will be distributed pro rata to the 263 eligible Aggrieved Employees. Prior to
25 filing this motion, my office provided notice of the proposed settlement of the PAGA claims and
26 the approval hearing to the LWDA. A true and correct copy of the LWDA's acknowledgement of
27 receipt is attached hereto as Exhibit 1.
28

The Settlement is Fair and Reasonable Based on the Strengths of Plaintiff's Case and the Risks and Costs of Further Litigation

11. Defendant provided Plaintiff with class-wide data from which Plaintiff's Counsel extrapolated a damage analysis in preparation of mediation. There were a total of 263 Class Members/Aggrieved Employees who worked approximately 20,097 work weeks/weekly pay periods. We also received and reviewed documents and information regarding Defendant's payroll practices, pay stubs and time records for a sampling of class members, meal and rest break policies, etc., and information from Defendant regarding class size and breakdown of job positions, work weeks, rates of pay, and other information used to formulate a damages model. This extensive information then was analyzed by a consulting expert to look for meal and rest break violation rates, time spent working off the clock, etc., and other issues relevant to liability and damages. I am confident we obtained sufficient information to enable us to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is in the best interests of the class

12. First, Plaintiff contends Defendant failed to pay all wages due by IDS also failed to pay all wages due because the warehouse workers were subject to Defendant's control when they were waiting to clock in, both at the beginning of their shift and upon returning from break since Defendant did not provide sufficient timeclocks. Plaintiff alleged employees typically had to wait several minutes for their turn at the timeclocks and since they had to be inside the warehouse to clock in, they were effectively "confined . . . to the premises" while they waited, were subject to employee control, and accordingly entitled to compensation for that time. They did not have the option of arriving later to avoid the lines, because they could be subject to disciplinary action if they failed to clock in before their shift started. As a result, Plaintiff alleges Defendant systematically undercounted employee hours worked, resulting in unpaid off the-clock time. Defendant denies Plaintiff's allegations, contends that employees were paid for all time worked, and contends that employees did not work off-the-clock. Further, Defendant contends that it provided multiple timeclocks such that Plaintiff's claims are meritless. Without taking into consideration any of Defendant's defenses to certification or on the merits, Plaintiff's expert

1 calculated Defendant's maximum exposure for this claim **\$45,740** in damages for unpaid wages
2 based on a total of 2,895 uncompensated hours (or 2 minutes per shift) (2,895 hours *\$15.80/hour
3 avg. min. wage).

4 13. Plaintiff also contends Defendant failed to all required rest breaks, particularly
5 with respect to third rest breaks on shifts of 10+ hours. Here, Plaintiff alleges that, although
6 Defendant carefully scheduled employee breaks for set times, it also scheduled only two breaks
7 per shift even though shifts frequently exceeded 10 hours. In these cases, per Plaintiff, since
8 Defendant's system did not have those breaks scheduled they simply weren't provided. Defendant
9 denies these allegations, and contends it properly authorized and permitted all rest breaks as
10 required by law and maintained specific staffing levels and schedules sufficient to allow Class
11 Members to take complaint meal and rest breaks. Without taking into consideration any of
12 Defendant's defenses to certification or on the merits, Plaintiff estimates IDS faces around
13 **\$43,550** in damages for rest period violations (2,004 shifts over 10 hours * 100% violation rate *
14 \$21.73/hour avg. regular rate = \$43,550). Additionally, while Plaintiff's complaint alleged meal
15 break violations, our investigation suggested a very low violation rate of around 1-2% for meal
16 violations, and Defendant also provided evidence showing it paid over 1,900 meal premiums
17 during the Class Period. Accordingly, we did accord any value to this claim since it appears there
18 are few if any potential damages.

19 14. Defendant denies Plaintiff's contentions, claiming it made meal and rest breaks
20 available to Class Members in compliance with California law. Defendant contends its meal and
21 rest break policies are lawful and that Class Members were frequently reminded they were
22 required to take all meal and rest breaks. Further, Defendant contends that it posted schedules
23 with shift times and meal/rest periods, and provided specific staffing levels and schedules to all
24 Class Members to take meal and rest breaks. Defendant also contends that time records
25 demonstrate that Class Members took duty-free, timely meal breaks. Defendant also contends that
26 time records demonstrate that Class Members took duty-free, timely meal and rest breaks.
27 Defendant likewise argued its meal and rest break policies and practices comported with the
28 flexibility the *Brinker* court held was integral to California's meal and rest period requirements.

1 Finally, Defendant argues that Plaintiff's meal and rest break claims are not susceptible to
2 common proof, as the claims would require individualized inquiry, including whether there was
3 an unlawful companywide policy, whether employees had the opportunity to take meal and rest
4 periods, whether they voluntarily chose to forego their meal and rest periods, and whether
5 Defendant ever prevented them from taking meal and rest periods. Accordingly, Defendant
6 contends these claims are vulnerable to a ruling that class treatment is not appropriate.

7 15. On the inaccurate wage statement claims under Labor Code section 226, Plaintiff
8 contends IDS's wage statements violate Section 226 on their face by failing to correctly state the
9 total hours worked during each pay period. Here, Defendant's wage statements overstate
10 employee hours worked by including sick time, vacation time, and other non-work hours in the
11 tabulation of "hours worked." Thus, an employee's wage statement might show 40 hours worked
12 even though 8 of those hours were sick pay and the employee actually only worked 32 hours for
13 that week. Beyond that, Plaintiff alleges derivative violations of Section 226 based on the off the
14 clock/unpaid wage claims addressed above, which likewise rendered the wage statements
15 inaccurate. Defendant denies Plaintiff's claims and contends that its wage statements are legally
16 complaint. Plaintiff estimates IDS faces a maximum of **\$1,052,000** in wage statement penalties
17 under Labor Code 226 (263 class members *\$4,000 each).

18 16. Finally, Plaintiff alleges Defendant engaged in a pattern and practice of failing to
19 timely pay wages due on separation of employment, in violation of Labor Code sections 201 et
20 seq. Here, Plaintiff argued Defendant paid final wages on the next schedule pay day rather than
21 within the strict deadlines imposed by the Labor Code. As a result of the above alleged violations,
22 Plaintiff also derivatively alleges IDS failed to timely pay all wages that were due and owing
23 upon separation of employment. Defendant denies these allegations. Regardless, should the
24 primary claims fail, Plaintiff's derivative claim for waiting time penalties would also fail.
25 Defendant also contends it would not be liable for waiting time penalties at all because a "good
26 faith dispute" exists over the payment of past wages. Further, Defendant contends Plaintiff would
27 have to prove Defendant "willfully" failed to pay Class Members appropriate wages due upon
28 separation of employment. Without taking into consideration any of Defendant's defenses to

1 certification or on the merits, Plaintiff calculated Defendant's maximum exposure for waiting
2 time penalties at about **\$495,445** based on 95 former employees during the limitations period (95
3 former employees * (240 hours * \$21.73/hour)).

4 17. As far as potential PAGA liability, the theoretical civil penalties likely are around
5 \$4 million should Plaintiff prevail on all claims and establish violations of the multiple Labor
6 Code sections at issue. As with the class claims, Plaintiff discounted the potential PAGA
7 penalties based on Defendant's various defenses on the merits and also accounted for the Court's
8 wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the
9 Parties allocated \$30,000 to PAGA penalties. Plaintiff submits this amount is reasonable under
10 the circumstances and in line with comparable settlements in other wage and hour class actions in
11 California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the
12 settlement, and will be able to weigh in as necessary.

13 18. 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 Plaintiffs 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 the
18 class with no assurance of recovering significantly more than the proposed settlement. Overall,
19 while Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each
20 cause of action. Plaintiff also recognizes proving the amount of wages and penalties due each
21 Class Member would be an expensive and uncertain proposition.

22 19. Thus, Plaintiff and I discounted the value of the class claims consistent with the
23 risks 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 – settlement on the proposed terms and without prolonged and costly litigation
26 was in the best interests of the class. The overall \$312,500 recovery represents a significant
27 percentage of Defendant's potential exposure. Given Defendant's multi-layered defenses and all
28 other potential risks of continued litigation, a total recovery for the class of \$312,500, which will

1 result in average award of at least \$548 per class member, plus additional sums under PAGA, is a
2 significant result well within the range of reasonableness considering all potential outcomes, and
3 it will provide direct monetary awards to all Class Members without further delay.

4 **PLAINTIFF'S ENHANCEMENT AWARD**

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

18 **SETTLEMENT ADMINISTRATION COSTS**

19 21. The settlement provides for a payment to Phoenix for its services as the Settlement
20 Administrator, and as set forth in the Declaration of Taylor Mitzner Phoenix has performed and
21 will continue to perform its required duties through final distribution of the settlement funds, and
22 incurred \$8,250.00 in fees and expenses. Accordingly, Plaintiff requests the Court approve
23 payment of \$8,250 to Phoenix from the GSA.

24 **ATTORNEY'S FEES AND COSTS**

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

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

6 23. Over the two and a half years this matter has been pending, Crosner Legal's
7 efforts included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative
8 class, including legal research, research into similar claims and claims against other employers in
9 the same industry, and attempts to locate and contact other IDS employees; (2) drafting a PAGA
10 notice letter; (3) drafting the initial complaint and related documents; (4) case management,
11 including communications with defense counsel, meeting and conferring/preparing case
12 management statements, etc.; (5) opposing Defendant's motion to compel arbitration; (6) drafting
13 a first amended complaint; (7) propounding initial written discovery, (8) lengthy discussions with
14 defense counsel regarding settlement/mediation and informal discovery needed for meaningful
15 settlement discussions; (9) engaging in substantial informal discovery, including propounding
16 informal discovery "requests" and reviewing documents and other information produced;
17 (10) drafting a mediation brief and accompanying damages model after review and analysis of
18 Defendant's informal discovery production; (11) attending an all-day mediation; (12) negotiating
19 and drafting the settlement agreement and related documents; (13) drafting an amended complaint
20 to effectuate the settlement; (14) drafting the motion for preliminary approval, and attending the
21 hearing; (15) administration of the settlement, including communications with the Settlement
22 Administrator and settlement class members; (16) drafting the motion for final approval and
23 motion for attorney's fees, and attending the final approval hearing; and (17) extensive
24 communications with the Plaintiff regarding case status, case investigation and document review,
25 mediation, and settlement terms. [Brouillette Decl., ¶ 27, Exh. 2.] Additionally, Class Counsel
26 will incur additional time following final approval to, inter alia, respond to class member
27 inquiries, work with the Settlement Administrator on the distribution of settlement funds, and on
28 the compliance hearing. A true and correct summary of hours expended and work performed is

1 attached hereto as Exhibit 2.

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

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

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

14 27. In particular, I have served as class counsel in several certified class action cases,
15 including:

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

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

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

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

27 28. The following is a representative sample of settlements in wage and hour class
28 action and PAGA representative cases in which I was listed as an attorney of record and either

1 managed, or co-managed with attorneys at my firm and other co-counsel:

- 2 e. *Cruz v. Walmart*, Los Angeles County Super. Ct. Case No. 18STCV03128 (\$15
3 million global PAGA settlement on behalf of hourly employees statewide for alleged
4 Labor Code violations.)
- 5 f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C
6 15-02051 (\$11 million global PAGA settlement on behalf of over 36,000 employees
7 for Labor Code violations.)
- 8 g. *Gross v. Sodexo*, Kern County Super Ct., Case No. BCV-18-101746 Capstone
9 (\$4.75 million class and PAGA settlement on behalf of class of non-hourly employees
10 for Labor Code violations.)
- 11 h. *Campbell v. AEG* (\$1.8M class and PAGA settlement on behalf of group of hourly
12 employees who worked at concert venues in California for alleged Labor Code
13 violations)
- 14 i. *Fiebelkorn v. AEG*, et al. Los Angeles Superior Court Case No. BC717337
15 (\$1.75M class settlement on behalf of group of hourly employees who worked at
16 Oakland Coliseum for alleged Labor Code violations)
- 17 j. *Amaro v. Anaheim Arena Management*, Orange County Superior Court Case No.
18 30-2017-00917542 (\$2,212,500 class and PAGA settlement on behalf of group of
19 hourly employees who worked at Honda center in Anaheim California for alleged
20 Labor Code violations)
- 21 k. *Espindola v. Panda Express*, San Bernardino Superior Court Case No.
22 CIVDS1931455 (\$3.125M class and PAGA settlement on behalf of hourly employees
23 statewide for alleged Labor Code violations)
- 24 l. *Gold v. Benihana*, San Diego Court Superior Court Case No. 37-2016-00022320-
25 CU-OE-NC (\$2.25M class and PAGA settlement on behalf of hourly employees
26 statewide for alleged Labor Code violations)
- 27 m. *Party City Wage and Hour Cases*, JCCP4781 (\$6.5M class and PAGA settlement
28 on behalf of hourly employees statewide for alleged Labor Code violations)

- 1 n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No.
2 BC501521 (\$10.5M class and PAGA settlement on behalf of a statewide group of
3 independent contractor last-mile delivery drivers alleged to be misclassified)
- 4 o. *Flores v. Tesla*, Alameda County Superior Court Case No. RG18907072 (\$4M
5 class and PAGA settlement on behalf of statewide group of hourly employees for
6 alleged Labor Code violations)
- 7 p. *Ruiz v. Disney Stores*, San Bernardino Superior Court Case No. CIVDS2016983
8 (\$2M class and PAGA settlement on behalf of statewide group of hourly employees
9 who worked at retail stores in California for alleged Labor Code violations)
- 10 q. *Ramirez v. Yin Management*, Sacramento County Superior Court Case No. 34-
11 2021-00301530 (\$1.8M class and PAGA settlement on behalf of statewide group of
12 hourly employees who worked at Defendant's McDonald's franchises in California for
13 alleged Labor Code violations).
- 14 r. *Suhartono v. RRG Besh*, Los Angeles County Superior Court Case No.
15 19STCV22184 (\$2.25 class and PAGA settlement on behalf of statewide group of
16 hourly employees who worked at Defendant's McDonald's franchises in California for
17 alleged Labor Code violations).
- 18 s. *Gomes v. Kura Sushi*, Los Angeles County Superior Court Case No.
19 19STCV18977 (\$1.75M class and PAGA settlement on behalf of statewide group of
20 hourly employees who worked at Defendant's restaurants in California for alleged
21 Labor Code violations)
- 22 t. *Saldana v. Hydrochem*, Contra Costa Superior Court Case No. CIVMSC19-02624
23 (\$1.38M class and PAGA settlement on behalf of statewide group of hourly
24 employees for alleged Labor Code violations).

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

- 27 u. *Lopez v. Seterus, et al.*, Los Angeles Superior Court Case No. BC484297 (\$3M
28 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)

30. 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

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

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

1 33. Mr. Crosner has been selected by Super Lawyers as a “Southern California
2 Rising Star” for employment and labor law consecutively from 2018 through 2023. Super
3 Lawyers has also named me on their “Up-and-Coming 100” Southern California Rising Stars
4 List for consecutive years from 2021 through 2023. Only 2.5% of lawyers within California are
5 named a Super Lawyer Rising Star and even less are added to their Top Lists. Additionally, he
6 has been selected as a Top 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers,
7 invitation-only organization composed of the premier trial lawyers, from 2019 through 2023.
8 He is an active participant in advocacy groups, including as an executive board member of the
9 Wage and Hour Committee and the Legislative Committee for the California Employment
10 Lawyers Association; a member of the Grassroots Advocacy Team for the National
11 Employment Lawyers Association; Wage and Hour Committee member and Class Action
12 Committee member for the National Trial Lawyers; a member of the American Association for
13 Justice; and a member of the Pound Civil Justice Institute.

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

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

26 36. Karen Wallace was a Senior Associate at Crosner Legal from July 2023 to
27 August 2024, during which she spent significant time dedicated to the litigation of this case.
28 During her employment with Crosner Legal, Ms. Wallace exclusively handled a wage and hour

1 class and PAGA cases. She earned her Bachelor's degree from U.C. Berkeley, her PhD from
2 UCLA, and her J.D. from Southwestern Law School. Ms. Wallace was admitted to the
3 California State Bar in December 2010 and has since spent almost a decade of her legal career
4 litigating wage and hour class and PAGA actions at Capstone Law, APC, Matern Law Group,
5 PC and at Crosner Legal.

6 37. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
7 action settlements while serving as lead class counsel in recent years, including but not limited to
8 a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
9 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
10 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
11 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
12 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a
13 \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*
14 *dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and
15 hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160
16 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v.*
17 *Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a
18 \$1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*,
19 Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action
20 settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753
21 (Santa Clara Cty. Super Ct.); a \$2.2 million wage and hour class action settlement in 2021
22 (*Ghorchian, et al. v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super.
23 Ct.)); a \$2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original*
24 *Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1
25 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No.
26 21CV382467 (Santa Clara Cty. Super. Ct.)), a \$1.4 million wage and hour class action settlement
27 in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino
28 Cty. Super. Ct.), a \$2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v.*

1 *Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million
2 wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No.
3 CIVDS1931464 (San Bernardino Cty. Super. Ct.); \$1.015 million wage and hour class action
4 settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco
5 Cty. Super. Ct); and a \$1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v.*
6 *Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a
7 \$1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No.
8 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3 million wage and hour class action
9 settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super.
10 Court); a \$1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case
11 No. 21STCV31479 (Los Angeles Cty. Super. Ct); a \$1.19 million dollar wage and hour class
12 action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367
13 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage and hour class action settlement in 2024 in
14 *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super
15 Ct.); a \$1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case
16 No. 23CV025345 (Alameda Cty. Superior Ct); a \$1.2 million PAGA-only settlement in 2025 in
17 *Denault v. Lewis Management Corp.*, Case No. CIVSB2107487 (San Bernardino Cty. Super.
18 Ct.); a \$3.9 million wage and hour class action settlement in 2025 in *Bolanos et al. v. Newport*
19 *Fab*, Case No. 30-2022-01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a \$5,093,537.50
20 wage and hour class action settlement in 2025 in *Deaver, et al. v Blue Diamond Growers*, Case
21 No. 34-2022-00316490-CU-OE-GDS (Sacramento Cty. Super. Ct.). a \$5,600,000 wage and hour
22 class action settlement in 2025 in *Goodwin et al. v Save Mart*, Case No. STK-CV-UOE-2023-
23 0002062 (San Joaquin Cty. Super. Ct.); a \$1,300,000 wage and hour class action settlement in
24 2025 in *Perez v Qantas Airways Ltd*, Case No. 23STCV18974 (Los Angeles Cty. Super. Ct.); a
25 \$1,650,000 wage and hour class action settlement in 2025 in *Williams et al v. Bluetriton Brands*
26 Case No. CIVSB2325920 (San Bernardino Cty. Super. Ct.); and a \$2,038,000 PAGA settlement
27 in 2026 in *Zermeno, et al. v Remington Lodging, et al.*, Case No. RG20069869 (Alameda Cty.
28 Super. Ct.).

1 38. Based upon the qualifications and experience set forth above, the following hourly
2 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M.
3 Crosner \$850/hour, Brandon Brouillette \$800/hour; Kiara Bramasco and Branden Hamilton
4 \$650/hour, and Karen Wallace \$700/hour.

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

20 40. The requested rates also comport with the adjusted Laffey Matrix, which provides
21 that reasonable hourly rates for attorneys with 10+ years of experience, such as myself and Mr.
22 Crosner, is over \$800. The adjusted Laffey Matrix may be found at
23 <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article, “Billable Hours
24 Aren’t the Only Game in Town Anymore,” NATIONAL LAW JOURNAL, which set forth the
25 following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading
26 firm in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-
27 hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year -
28 \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.³⁶

1 41. After the analysis above, Crosner Legal's lodestar is \$127,469, based on 165.96
2 attorney hours spent litigating this case through the filing of this motion. Further, we will almost
3 certainly spend additional time addressing settlement administration matters, responding to class
4 member questions, etc. As noted, Crosner Legal has represented Plaintiff for over two years with
5 respect to this matter and has expended a significant amount of time and resources in that
6 representation. We agreed to litigate this case on a purely contingent basis and assumed
7 considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with
8 these cases in general. Under all relevant factors (as outlined herein and in the accompanying
9 memorandum), Plaintiff respectfully requests the Court award her counsel the requested fees of
10 \$104,166.66 based on the common fund theory with a corresponding lodestar cross-check and no
11 enhancement. Crosner Legal will not share any fees awarded with any other attorney or firm.

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

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

1 federal regulators. In each of these instances the plaintiff's firm received nothing despite the
2 investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

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

6

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$1,987.94
Mediation Fees	\$10,250.00
Expert Fees	\$3,192.80
Postage/Overnight/Fax	\$232.30
PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$15,738.04

12

13 45. All of these costs were necessary for the successful litigation of the case and are
14 reasonable in amount. I respectfully request the Court approve reimbursement of Crosner Legal's
15 litigation costs and expenses in the amount of \$15,738.04.

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

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct. Executed this 2nd day of February 2026, at Los Angeles,
20 California.

21 

22 _____
Declarant

Exhibit 1

Exhibit 2

**Joshua Rojas v. Integrated Distribution Systems, Inc. a California Corporation, et al.
(Los Angeles County Superior Court Case No. 24STCV04611)**

Crosner Legal Time Report

Tasks	Zachary Crosner	Branden Hamilton	Brandon Brouillette	Kiara Bramasco	Karen Wallace
Pre-filing Case Investigation	3.2	6.3	0.0	5.66	0.0
Pleadings and Law and Motion	4.1	10.6	1.5	0.0	21.0
Discovery and Post-Filing Investigation	1.5	0.0	12.4	0.0	0.0
Court Appearances	0.0	0.0	1.5	0.0	2.5
Case Management; Litigation Strategy & Analysis	4.8	0.0	24.4	0.0	3.7
Mediation and Settlement	4.3	0.0	58.5	0.0	0.0
Total Hours	17.9	16.9	98.3	5.66	27.2
Hourly Rate	\$850	\$650	\$800	\$650	\$700
Lodestar	\$15,215.00	10,985.00	\$78,640.00	\$3,679.00	\$19,040.00

Total Hours: 165.96
Total Lodestar: \$127,469.00