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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ERIK SMITH, as an individual on behalf of himself and on behalf of all others similarly situated, Plaintiff, v. PREMIER PACKING, LLC, a Kentucky limited liability company; and DOES 1-100, inclusive, Defendants.	Case No.: CIVSB2406078 Assigned for All Purposes to: Hon. Wilfred J. Schneider, Jr. Dept. S32 **DECLARATION OF JAMIE SERB IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, AND REQUEST FOR ATTORNEY'S FEES AND COSTS** **Date: August 6, 2026** **Time: 8:30 a.m.** **Dept.: S32**

DECLARATION OF JAMIE SERB

I, JAMIE SERB, Declare:

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 Erik Smith. 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.

BACKGROUND/LITIGATION HISTORY

2. Defendant Premier manufactures, distributes, and designs packaging, and operates four locations in the United States, including one in Santa Fe Springs, California, where Plaintiff worked. Plaintiff Smith was employed by Defendant as a non-exempt Warehouse Associate/Forklift Driver from approximately August 2022 to May 2023. During this period, he typically worked 8 to 12 hours per shift, five days a week, and he was compensated with an hourly wage and received various bonuses, including attendance and productivity bonuses.

3. Plaintiff alleges Premier violated California wage and hour law in several respects. First, they allege a failure to pay all minimum wages, and claim class members regularly performed "off the clock" work, both before and after the start of their shifts, for tasks such as waiting in line to clock in, finishing up daily tasks, etc. Plaintiff further alleges Defendant failed to pay for sick pay and meal period premiums at the correct regular rate of pay. Next, Plaintiff alleges Premier also failed to provide compliant meal periods as meal periods frequently were not fully compliant due to various "de facto" violations and that meal breaks regularly were missed, untimely, or cut short. Plaintiff also alleges Defendant failed to provide legally compliant rest periods, and alleges rest periods were oftentimes interrupted or late. Plaintiff further claims Defendant did not reimburse business expenses incurred by Class Members for the use of their personal cellular phones. Lastly, Plaintiff alleges Defendant failed to provide accurate, itemized wage statements and failed to pay all wages owed upon the separation of employment.

4. Based on these general allegations, Plaintiff Smith filed a PAGA complaint against Premier on February 20, 2024, after appropriate notice to the LWDA and Defendant and exhausting

administrative remedies. He also filed a separate class action complaint against Defendant on February 21, 2025. Thereafter, Melissa Sanchez was added to the lawsuit as another Plaintiff.

5. Premier has at all times denied Plaintiff's allegations and maintained its meal and rest break and payroll policies and procedures comply with California law, and that it provided the class members with the opportunity to take all required meal and rest breaks or paid the required premiums when necessary. Additionally, Premier contends its timekeeping and payroll policies accurately track and pay for all hours worked by its employees and at the correct rates of pay. Premier similarly argued that there was no need for employees to use their cell phones for work purposes and accordingly no reimbursement is warranted. It also strongly contends the case cannot be maintained as any kind of class or representative action, arguing for example that to the extent class members missed meal and/or rest breaks, or that such breaks were non-compliant, it was intermittent and infrequent and evidence of such missed breaks would be purely anecdotal, and therefore individualized issues predominate and trial on a representative basis would be unmanageable.

6. Since filing of the two complaints, the Parties initiated discovery, and after various meet and confer discussions regarding discovery, potential law and motion, and case management, ultimately agreed to attempt a global mediation. The Parties further agreed to extensive informal discovery to facilitate an exchange of information necessary to engage in a meaningful mediation. Consequently, Plaintiff's counsel reviewed payroll records, personnel policies/handbooks, meal and rest break policies, personnel files, and paystubs and time records for around 25% of the putative class members. Defendant also provided documents reflecting its wage and hour policies and practices, and data regarding the total number of current and former employees, the estimated total amount of workweeks and pay periods they worked, and average hourly pay rates, among other relevant data. Plaintiffs had that information reviewed and analyzed by Berger Consulting Group to assist with evaluating things such as time allegedly lost to due rounding, meal period violation rates, etc., and to prepare a damages model.

7. The Parties then engaged Steve Mehta, Esq., a highly respected mediator with extensive wage and hour class action experience and, in March 2025, participated in a full day global

mediation with Mr. Mehta. 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. After a full day of negotiations, the Parties were able to reach agreement on all major issues. The Court granted preliminary approval to the settlement on October 15, 2025. Following preliminary approval of the settlement, the Parties discovered Ms. Sanchez was added as a plaintiff in error, as she was never employed by Defendant, but employed by a similarly named and completely separate entity. On May 21, 2026, the Court granted Plaintiff Smith leave to file a Second Amended Complaint, removing Ms. Sanchez as Plaintiff. The Second Amended Complaint was filed on May 27, 2026. On May 22, 2026, the Court granted the Parties' stipulated request to modify the preliminary approval order, removing Ms. Sanchez as a plaintiff.

THE PROPOSED SETTLEMENT TERMS

8. Under the settlement, Premier will pay the Gross Settlement Amount of $245,000 into a common fund. Reasonable attorney's fees of up to $81,666.67 (1/3 of the GSA), litigation costs of up to $20,000 (only $18,056.24 is requested), a modest enhancement award to Plaintiff Smith of up to $10,000, settlement administration costs of no more than $7,300 (only $7,286.00 is requested), and $20,000 for civil penalties under PAGA (of which 75%, or $15,000, will go to the Labor & Workforce Development Agency, and 25%, or $5,000, will go to the PAGA Members) all will be paid from the Gross Settlement Amount. The remainder of approximately $107,991.09 will be allocated among the Participating Class Members based on their total pay periods worked during the Class Period. No portion of the Gross Settlement Amount will revert to Premier.

9. This is a cash settlement that <u>does not</u> 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 expenses reimbursement, penalties and interest. Premier will pay any and all applicable employer-side payroll taxes separately and in addition to the Gross Settlement Amount. Subject to the Court's approval, any amounts not claimed (because a class member does not cash his or her settlement check) will be forwarded to the State Controller's Unclaimed Property Fund.

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

11. All Participating Class Members will release Premier 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 PAGA notice for the PAGA claims. Only Plaintiff is entering into a full general release of all claims and waiver of Civil Code § 1542.

12. As noted, the Parties allocated $20,000 from the GSA to resolution of Plaintiff's alleged claims for PAGA civil penalties, and Plaintiff submits that amount is fair, reasonable and adequate, and furthers PAGA's underlying purposes. As required by Labor Code section 2699(*l*)(2), Plaintiff gave notice of the settlement and the final approval hearing to the LWDA via its online portal. A true and correct copy of the LWDA's acknowledgement of receipt is attached hereto as **Exhibit 1**.

<u>The Proposed Settlement Merits Final Approval as it meets the Dunk Factors and is within the Range of Reasonableness</u>

13. Prior to mediation, the parties engaged in informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding Premier's payroll

practices, a sampling of pay stubs and time records, meal and rest break policies, employee handbooks, etc., and information from Defendant regarding class size and breakdown, work weeks, rates of pay, and other information used to formulate a damages model. Plaintiff's counsel are confident they obtained sufficient information to enable them 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.

14. Using that data, Plaintiff ran various calculations under different theories of liability and estimated Premier's maximum exposure on the class claims at approximately $2,281,400, including approximately $75,055 on the off the clock claims, $52,670 on the regular rate claim, $661,520 on the meal break claims, $678,545 on the rest break claims, $52,670 on the expense reimbursement claims, $331,950 on the wage statement claims, and $376,320 on the waiting time penalty claims.

15. First, on the unpaid wage claims, Plaintiff alleged Premier failed to pay employees for all hours worked, particularly because employees frequently were required to work after clocking out if, for example, a truck arrived and needed to be unloaded. Per Plaintiff this resulted in a modest but regular loss of hours worked due this time spent subject to employer control while "off the clock." Frlekin v. Apple Inc. (2002) 8 Cal.5th 1038, 1047, reh'g denied (May 13, 2020); Morillion v. Royal Packing Co. (2000) 22 Cal.4th 575, 583.) As held by the California Supreme Court, even small amounts of unpaid time can add up over time and accordingly should be accounted and paid for. In response, Defendant emphasized its payroll and timekeeping policies accurately recorded and paid for all hours worked, and that its written policies strictly prohibited off the clock work. Thus, per Defendant, if any off the clock work even occurred it was against intermittent and aberrational and against company policy. Defendant also argued that class certification on this issue would be impossible since it would require innumerable individualized inquiries to determine if any off the clock work occurred and the reasons therefore.

16. Plaintiff also alleged Defendant failed to pay for overtime pay, sick time pay and break premiums at the employees' "regular rate of pay" as required under California law. Ferra v. Loews Hollywood Hotel, LLC (2021) 11 Cal.5th 858. Likewise, pursuant to Labor Code § 246(l)(1),

"[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek." Here, Class Members received various forms of extra remuneration such as bonuses and other incentive pay and, during pay periods where additional compensation was paid and overtime, sick pay and/or meal period premiums were owed, Plaintiff contends Defendant failed to factor in the non-discretionary remuneration into the regular rate of pay and accordingly underpaid Class Members for their overtime, sick pay or break premium pay.

17. Plaintiff next alleged Premier failed to provide required meal breaks on a fully compliant basis. Here, Plaintiff argued that Defendant's meal break policy was non-compliant for at least part of the class period, until Premier issued a "California supplement" to its regular break policies in and around 2024. Regardless, Plaintiff contends Class Members had to continuously monitor their two-way radios and regularly were called away from breaks to assist with unloading recently arrived trucks even though clocked out for lunch. Plaintiff further noted that, while Premier did apparently pay some meal period premiums, it was only for a small fraction of the violations evident in the time records (and the premiums were underpaid as addressed above). For rest breaks, Plaintiff likewise contended regular "de facto" violations where rest breaks were missed completely or otherwise non-compliant, again largely because Plaintiff and Class Members remained tethered to their radios and "on call" to work at any moment.

18. Defendant denied Plaintiff's contentions, claiming it made meal and rest breaks available to Class Members in compliance with California law. Defendant contended its meal and rest break policies are lawful, that Class Members were frequently reminded they were required to take all meal and rest breaks and that were able to do so, and that many employees waived their breaks in writing when appropriate. Premier further noted it paid a substantial number of meal premiums, as reflected in the class members' payroll records. Finally, Defendant argued that Plaintiff's meal and rest break claims are not susceptible to common proof, as the claims would require individualized inquiry, including whether there was an unlawful companywide policy, whether employees had the opportunity to take meal and rest periods, whether they voluntarily chose

to forego their meal and rest periods, and whether Defendant ever prevented them from taking meal and rest periods. Accordingly, Defendant contends these claims are vulnerable to a ruling that class treatment is not appropriate.

19. As with meal breaks, Defendant argued the applicable rest break policies complied with California law, and that it authorized and permitted employees to take all required breaks. Further, per Defendant, in light of the fact that it is not required to maintain a record of rest periods, any evidence of failure to authorize rest periods and/or discouragement from taking rest periods would be purely anecdotal and individual issues would predominate on liability. This arguably would once again make a trial unmanageable since each alleged missed rest break would have to be tested on a case by case basis to determine compliance.

20. On the expense reimbursement claim, Plaintiff alleged that employees were required to use their personal cell phones in order to communicate with supervisors and other employees during work hours. However, Defendant did not reimburse Plaintiff and the Class Members for this expense. Cochran v. Schwan's Home Serv., Inc. (2014) 228 Cal.App.4th 113. On the other hand, Defendant argued there would be no conceivable need for employees to use their phones for work, especially considering they were provided with 2-way radios while on the job, and that any use of employee phones was purely for personal convenience and therefore not reimbursable as a "reasonable and necessary" expense.

21. Plaintiff also alleged derivatively that, as a result of the above alleged violations, Defendant failed to provide accurate wage statements and failed to timely pay all wages that were due and owing upon separation of employment. Thus, should the primary claims fail, Plaintiff's derivative claims would also fail. Defendant also contends it would not be liable for waiting time penalties because a "good faith dispute" exists over the payment of past wages. Amaral v. Cintas Corp. No. 2 (2008) 163 Cal.App.4th 1157, 1201. Further, Defendant contends Plaintiff would have to prove that Defendant "willfully" failed to pay Class Members appropriate wages due upon separation of employment. Defendant contends that any failure to pay wages upon separation was not willful.

22. As far as potential PAGA liability, the Aggrieved Employees theoretically are entitled to penalties totaling upwards of $1.8 million should Plaintiff prevail on all claims and establish violations of the multiple Labor Code sections at issue for every single pay period. As with the class claims, Plaintiff discounted the potential PAGA penalties since the Court possesses wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $20,000 to PAGA penalties, which amount Plaintiff submits is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary. The settlement obviates the significant risk that this Court may find any kind of class resolution unachievable or might deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued litigation would be expensive as the parties pursued merits discovery, a probable motion to decertify, as well as trial and possible appeals, and would substantially delay any recovery by the class with no assurance of recovering significantly more than the proposed settlement. While Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes proving the amount of wages and penalties due each Class Member would be an expensive and uncertain proposition.

23. Plaintiff and counsel discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. Plaintiff and counsel concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall $245,000 recovery represents a significant percentage of Defendant's potential exposure and, given the risks addressed above, a total recovery for the class of $245,000, which will result in average award of $585.45 per class member, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

PLAINTIFFS' ENHANCEMENT AWARD

24. Pursuant to the terms of the settlement, Plaintiffs both seek a modest incentive award of $10,000 for their service in bringing these claims on behalf of the Class. The requests are reasonable given the risks they undertook on behalf of the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiffs helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendant's litigation costs. Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing themselves at risk of discrimination by future prospective employers. As set forth in more detail in their respective declarations submitted at preliminary approval, among taking many other actions assisting in the successful litigation of this case, Plaintiffs provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments.

SETTLEMENT ADMINISTRATION COSTS

25. The settlement provides for a payment to Simpluris for its services as the Settlement Administrator, and as set forth in the Declaration of Fatima Montanez. Simpluris has performed and will continue to perform its required duties through final distribution of the settlement funds, and incurred $7,286.00 in fees and expenses. Accordingly, Plaintiff requests the Court approve payment of $7,286.00 to Simpluris from the GSA.

ATTORNEY'S FEES AND COSTS

26. Per the terms of the settlement, up to 1/3 of the initial gross amount is allocated to payment of reasonable attorney's fees, or $81,666.67. Here, the parties did not negotiate the inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to the Class was completed. The requested fee and cost award was a product of these arms-length negotiations and fairly reflects the marketplace value of the services rendered by Class Counsel in this case for the reasons addressed herein.

27. In this matter our efforts included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal research, research into similar claims and

claims against other employers in the same industry, and attempts to locate and contact other IDS employees; (2) drafting a PAGA notice letter; (3) drafting the initial complaint and related documents; (4) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, etc.; (5) opposing Defendant's motion to compel arbitration; (6) drafting a first amended complaint; (7) propounding initial written discovery, (8) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (9) engaging in substantial informal discovery, including propounding informal discovery “requests” and reviewing documents and other information produced; (10) drafting a mediation brief and accompanying damages model after review and analysis of Defendant’s informal discovery production; (11) attending an all-day mediation; (12) negotiating and drafting the settlement agreement and related documents; (13) drafting an amended complaint to effectuate the settlement; (14) drafting the motion for preliminary approval, and attending the hearing; (15) administration of the settlement, including communications with the Settlement Administrator and settlement class members; (16) drafting the motion for final approval and motion for attorney’s fees, and attending the final approval hearing; and (17) extensive communications with the Plaintiffs regarding case status, case investigation and document review, mediation, and settlement terms. Attached hereto as **Exhibit 2** is a true and correct summary of Crosner Legal's work performed and time expended on this matter. Additionally, Class Counsel will incur additional time following final approval to, inter alia, respond to class member inquiries, work with the Settlement Administrator on the distribution of settlement funds, and on the compliance hearing.

28. I am a partner with Crosner Legal and head of the firm’s Wage & Hour practice group. I graduated from the University of California, San Diego in 2004 and graduated from California Western School of Law in 2013, and I have been a member of the California Bar since 2013. I gained extensive experience in wage and hour litigation, beginning work as a class action attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley Law Firm, APLC). I have handled wage and hour class actions and PAGA lawsuits for over 10 years and have assisted in obtaining millions of dollars for employees during my years of practice.

29. Zach Crosner is a 2010 graduate of University San Diego School of Law, and has some 14 years of experience as a practicing attorney, all of which have focused on litigation of employment, labor law, consumer, and class action claims. Following graduation, he immediately began working for a nationally recognized plaintiff's complex litigation firm, CaseyGerry, where he had the fortune of working directly with past presidents of the consumer attorneys and recipients of trial attorneys of the year awards. He also worked for former CAALA and CLAY trial attorney of the year recipient, attorney Conal Doyle, as his sole associate attorney. During his tenure at these firms, he focused on advocating for the rights of consumers and employees in class action litigation, civil rights and employment litigation, catastrophic injuries, insurance bad faith and appellate litigation.

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

31. Mr. Crosner currently is an executive board member of the Wage and Hour Committee and the Legislative Committee for the California Employment Lawyers Association; a member of the Grassroots Advocacy Team for the National Employment Lawyers Association; Wage and Hour Committee member and Class Action Committee member for the National Trial Lawyers; a member of the American Association for Justice; and member of the Pound Civil Justice Institute. He was selected for 2018-23 by Super Lawyers as a "Southern California Rising Star" for employment and labor law.

32. Sepideh Ardestani is a former partner with Crosner Legal, and she was with the firm from 2021-2026. She graduated from the University of California, Los Angeles in 2004 with a bachelor's in science, obtained a J.D. from Whittier Law School in 2009 and a masters in law from Santa Clara University School of Law in 2010. She has been a member of the California Bar since

2010 and has extensive experience in employment matters, including wage and hour litigation. She worked as a wage and hour class action attorney at Gaines & Gaines, APLC from 2012 through 2021 and, prior to joining Gaines & Gaines she worked at Sirkin Law Group as a litigation associate from 2010-2012. She was selected for 2020-2021 by Super Lawyers as a "Southern California Rising Star" for employment and labor law.

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

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

35. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class action settlements while serving as lead class counsel in recent years, including but not limited to a $1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a $4.1 million wage and hour class action settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento Cty. Super Ct.)); a $1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a $1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a $1.3 million wage and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a $1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation*

Ownership, et al., Case No. CV18-14601 (San Diego Cty. Super. Ct.), a $1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a $7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a $2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.,* Case No. LS029737 (Los Angeles Cty. Super. Ct.));.a $2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a $1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a $1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a $2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a $2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super. Ct.); $1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a $1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a $1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a $1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super. Court); a $1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a $1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a $2.65 million wage and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super Ct.); a $1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct); a $1.2 million PAGA-only settlement in 2025 in *Denault v. Lewis Management Corp.*, Case No. CIVSB2107487 (San

Bernardino Cty. Super. Ct.); a $3.9 million wage and hour class action settlement in 2025 in *Bolanos et al. v. Newport Fab*, Case No. 30-2022-01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a $5,093,537.50 wage and hour class action settlement in 2025 in *Deaver, et al. v Blue Diamond Growers*, Case No. 34-2022-00316490-CU-OE-GDS (Sacramento Cty. Super. Ct.). a $5,600,000 wage and hour class action settlement in 2025 in *Goodwin et al. v Save Mart*, Case No. STK-CV-UOE-2023-0002062 (San Joaquin Cty. Super. Ct.); a $1,300,000 wage and hour class action settlement in 2025 in *Perez v Qantas Airways Ltd*, Case No. 23STCV18974 (Los Angeles Cty. Super. Ct.); a $1,650,000 wage and hour class action settlement in 2025 in *Williams et al v. Bluetriton Brands* Case No. CIVSB2325920 (San Bernardino Cty. Super. Ct.); a $2,038,000 PAGA settlement in 2026 in *Zermeno, et al. v Remington Lodging, et al.*, Case No. RG20069869 (Alameda Cty. Super. Ct.); and a $1,500,000 wage and hour class action settlement in 2026 in Ngo, et al. v Lazer Spot, Inc., Case No. CIVSB2228377 (San Bernardino Cty. Super. Ct.).

36. Based upon the qualifications and experience set forth above, I believe the following hourly rates are reasonable: Zach Crosner $900, Jamie Serb and Sepideh Ardestani $850, Branden Hamilton and Kiara Bramasco $650.

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

38. The requested rates also comport with the adjusted Laffey Matrix, which provides that reasonable hourly rates for attorneys with 10+ years of experience, such as Mr. Crosner and myself, are well over $800. The adjusted Laffey Matrix may be found at http://www.laffeymatrix.com/see.html.

39. After the analysis above, Crosner Legal's lodestar is $106,115, based on 131.6 attorney hours spent litigating this case through the filing of this motion. Further, we will almost certainly spend additional time addressing settlement administration matters, responding to class member questions, submitting the compliance report, etc. On a lodestar basis, the fees requested on a percentage basis are less than the base lodestar, and accordingly there is no request to apply a lodestar modifier.

40. As noted, Crosner Legal has represented Plaintiff for approximately over two years with respect to this matter and has expended a significant amount of time and resources in that representation. The firm agreed to litigate this case on a purely contingent basis and in so doing assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with these cases in general. Under all relevant factors (as outlined herein and in the accompanying memorandum), Plaintiff respectfully requests the Court award his counsel the requested fees of $81,666.67 based on the common fund theory with a corresponding lodestar cross-check and no upward modifier.

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

42. Crosner Legal assumes a great deal of contingent risk in every wage and hour class action it undertakes. Our attorneys have been involved in a number of cases where plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with no return. For example, in a matter alleging misclassification on behalf of a putative class of assistant managers at major restaurant chain, after three years of exceptionally adversarial litigation and the investment of over 1,000 hours of attorney time and over $100,000 in costs, the trial court denied plaintiffs'

motion for class certification. In another misclassification case on behalf of assistant managers at large restaurant chain, the parties reached a settlement after three years of litigation, secured preliminary approval and completed the notice process to the settlement class, only to have the defendant file for bankruptcy a few days before the final approval hearing. In a matter against a large flood remediation company on behalf of its non-exempt employees, the Parties likewise mediated and settled the matter, secured preliminary and final approval, and the Defendant also went out of business before funding the settlement. In another matter against a large regional bank seeking expense reimbursement of behalf of outside salespersons, after more than a year of combative litigation and shortly before plaintiff's class certification motion was due, the defendant was taken over by federal regulators. In each of these instances my firm received nothing despite the investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

43. Reimbursement for litigation costs and expenses is capped at $20,000 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my firm is attached as **Exhibit 3**. These costs and expenses are reasonable in amount and were necessary to the successful resolution of the case. I respectfully request the Court approve payment of $18,056.24 in litigation costs and expenses to Crosner Legal consistent with the cap provided for in the Settlement Agreement.

45. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval to the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 8, 2026, at Santee, California.

Jamie Serb

Exhibit 1

Exhibit 2

Erik Smith v. Premier Packaging, LLC
(Superior Court of the State of California, County of San Bernardino case number CIVSB2406236)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Sepideh Ardestani	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	2.4	0.0	0.0	6.7	6.0
Pleadings and Law and Motion	4.7	0.0	0.0	0.0	19.6
Discovery and Post-Filing Investigation	1.1	0.0	5.8	0.0	0.0
Court Appearances	0.0	0.0	3.6	0.0	0.0
Case Management; Litigation Strategy & Analysis	1.6	30.1	32.5	0.0	0.0
Mediation and Settlement	1.6	4.6	8.4	0.0	0.0
Total Hours	14.3	34.7	50.3	6.7	25.6
Hourly Rate	$900	$850	$850	$650	$650
Lodestar	**$12,870**	**$29,495**	**$42,755**	**$4,355**	**$16,640**

Total Hours: 131.6
Total Lodestar: $106,115

Exhibit 3

CROSNER LEGAL
PUBLIC INTEREST RIGHTS

Case Expense Sheet

Case Name :Smith, Erik (01104) v. Premier Packaging, LLC [LEAD CASE]
Matter :01104-Smith
Total Expense :$16,302.14

	Date	Expense Category	Notes	Amount
1	6/6/2025	Postage and Delivery Fees (Letterstream)	Amended PAGA Notice Service	$54.30
2	4/3/2025	First Legal Fees	FL Invoice 11001373 - Joint Case Management Conference Statement Filed Electro	$18.09
3	4/11/2025	Refund	Courtcall id#11910539	-$72.00
4	9/20/2024	Court Appearance Expense	courtcall id#11863234	$72.00
5	4/3/2025	Postage and Delivery Fees (Letterstream)	01104 Smith - Joint Stmt (#11365542)	$2.18
6	3/20/2025	Expert Fees	Berger Consulting Group INVOICE DATE: 3/20/2025 P.O. Box 261954 DUE DATE: 4/20/2025 Encino, CA 91426 INVOICE # 14442 FOR: Smith v Premier Packaging - CK#VV036 paid on 4/2/25	$3,640.00
7	3/28/2025	Court Appearance Expense	Courtcall ID#11910539	$72.00
8	2/8/2025	First Legal Fees	REJECTED STIP - FL INV#10959464 1/09/25 17056703 DEF Crosner Legal PC San Bernardino Civil Base Chg : 12.95 12.95 9440 Santa Monica Blvd. Electronic Filing DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Caller: Mathew Adame CIVSB2406078 ** COMPLEX CLASS ACTION**Smith -v- Premier Packagi Stipulation Filed re: - $20.00;Proof of Service Env#: 11091320 Signed: Rejected Ref: 01104 SMITH	$12.95
9	6/8/2024	First Legal Fees	POS - FL INV#10806189 5/09/24 5726187 DEF Crosner Legal PC San Bernardino Civil Base Chg : 11.95 9440 Santa Monica Blvd. Electronic Filing Addt'lChgs: 5.25 17.20 DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Caller: Manny Martinez CIVSB2406078 ** COMPLEX CLASS ACTION**Smith -v- Premier Packagi Proof of Service of Summons and Complaint Electronically Env#: 9618520 Signed: Accepted Ref: SMITH (01104)	$17.20
10	5/15/2024	First Legal Fees	POS - FL INV#10791348	$11.95

			4/02/24 5675613 DEF Crosner Legal PC San Bernardino Civil Base Chg : 11.95 11.95 9440 Santa Monica Blvd. Electronic Filing DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Caller: Manny Martinez CIVSB2406078 ** COMPLEX CLASS ACTION**Smith -v- Premier Packagi Proof of Service Env#: 9379300 Signed: Rejected Ref: SMITH (01104)	
11	1/22/2025	Court Appearance Expense	Courtcall id#11892826	$72.00
12	10/29/2024	Mediation Fee	MEDIATION - STEVEN G. MEHTA - INV# - 19803 CK#VV1508 PAID ON 11/4/24	$10,250.00
13	4/8/2024	First Legal Fees	SERVICE - FL INV#10769441 3/29/24 5672450 B3D Crosner Legal PC PREMIER PACKAGING, LLC, a Kentucky Base Chg : 87.00 9440 Santa Monica Blvd. 5716 Corsa Avenue PDF/Ship : 29.60 116.60 PROCESS-BRANCH 3 DAYS BEVERLY HILLS CA 90210 WESTLAKE VILLAGE CA 91362 Caller: Manny Martinez CIVSB2406078 ERIK SMITH, on behalf of the State of California a Summons and Complaint, Civil Case Cover Sheet, Certifica Env#: 10772460 Signed: STEVEN PICKETT Ref: 01104	$116.60
14	3/23/2024	First Legal Fees	SUMMONS & COMPLAINT - FL INV#10763516 2/20/24 5623837 DEF Crosner Legal PC San Bernardino Civil Base Chg : 11.95 9440 Santa Monica Blvd. Electronic Filing Addt'lChgs: 5.25 DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Adv/Wit Ck: 1435.00 Caller: Manny Martinez Check Chg : 57.40 1,509.60 CIVSB2406078 Smith-v-Premier Packaging, LLC Complaint Filed;Summons Issued on;Civil Case Cover Sheet Env#: 9120133 Signed: Accepted Ref: SMITH (01104) Invoice Amount: 74.60 Fees Advanced: 1,435.00 : 1,509.60	$1,509.60
15	11/7/2023	Postage and Delivery Fees (Letterstream)	RECEIPT - 226 Request LetterStream, Inc. 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 11/07/2023 16:52:06 MST --- S A L E --- Merchant ID Batch ID Tran ID5762472 Acct #* Auth Code	$6.70

			Ref # Total: $6.70	
16	11/7/2023	Postage and Delivery Fees (Letterstream)	RECEIPT - PAGA Notice LetterStream, Inc. 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 11/07/2023 16:46:00 MST --- S A L E --- Merchant ID Batch ID Tran ID5762452 Acct #* Auth Code Ref # Total: $27.54	$27.54
17	11/7/2023	PAGA Notice Filing Fee (LWDA)	11/7/2023 LWDA Case No. LWDA-CM-992818-23 Law Firm : Crosner Legal, PC Plaintiff Name : Erik Smith Employer: Premier Packaging, LLC Filing Fee : $75.00 IFP Claimed : No Item submitted: Initial PAGA Notice	$75.00
18	12/27/2023	Postage and Delivery Fees (Letterstream)	RECEIPT - Follow Up 226 LetterStream, Inc. 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 12/27/2023 15:57:12 MST --- S A L E --- Merchant ID Batch ID Tran ID5929707 Acct #* Auth Code Ref # Total: $24.50	$24.50
19	8/14/2025	First Legal Fees	11133561 DIREFIL Crosner Legal PC 9440 Santa Monica Blvd. #301 BEVERLY HILLS CA 90210 San Bernardino Civil Electronic Filing DIRECT EFILING CA 00000 Mathew Adame 12.95 0.00 0.00 0.00 0.00 5.90 0.00 0.00 0.00 20.00 0.80 CIVSB2406078 ** COMPLEX CLASS ACTION**Smith -v- Premier Packaging, LLC et al STIPULATION GRANTING PLAINTIFFS LEAVE TO FILE FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT; [PROPOSED] ORDER;Proof of Service	$39.65
20	8/20/2025	First Legal Fees	11136113, DIREFIL, San Bernardino Civil , Electronic Filing, DIRECT EFILING , CIVSB2406078 , ** COMPLEX CLASS ACTION**Smith -v- Premier Packaging, LLC et al	$81.25

21	10/13/2025	CourtCallID		
22	10/1/2025	First Legal Fees	11170951, 20251008, 17476180, 45931, 20251001, DIREFIL, Crosner Legal PC , 9440 Santa Monica Blvd. #301 , BEVERLY HILLS , CA , 90210, San Bernardino Civil , Electronic Filing, DIRECT EFILING , CA , 00000, 01104-SMITH , Mathew Adame, 18.85, CIVSB2406078 , ** COMPLEX CLASS ACTION**Smith -v- Premier Packaging, LLC et al , JOINT REPORT RE OSC RE STATUS OF FILING MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT;Proof of Service	$18.85
23	1/30/2026	Copies (of Court Documents)	COURT COPIES **RECEIPT**Thank you for your purchase. Please keep a copy of this receipt for your records.**ItemAmount**01. Document - 4 pages x $0.50$2.00 Total Amount:**$2.00**Purchase Date:**01/30/2026 10:30**Payment Method:**Visa ending in 8480**Payor Name:**Zachary Crosner**Document Count:**1**Payment Transaction ID:**341608536**Processor Transaction ID:**10028021**Court Reference Number:**2026-07087-WEB**	$2.00
24	2/26/2026	Copies (of Court Documents)	COURT COPIES	$2.61
25	2/28/2026	First Legal Fees	11268769DIREFILCrosner Legal PC San Bernardino Civil Electronic FilingeFiling CA 0000001104-SMITH Vardui SarkisianCIVSB2406078 ** COMPLEX CLASS ACTION**Smith -v- Premier Packaging, LLC et al NOTICE OF ENTRY OF ORDER.pdf	$19.90
26	2/28/2026	First Legal Fees	11268779DIREFILCrosner Legal PC San Bernardino Civil Electronic FilingeFiling CA 0000001104-SMITH Mathew AdameCIVSB2406078 ** COMPLEX CLASS ACTION**Smith -v- Premier Packaging, LLC et al Proof of Service.pdf,JOINT STIPULATION TO CONTINUE HEARING ON MOTION FOR FINAL APPROVAL OF SETTLEMENT PROPOSED ORDER.pdf	$40.70
27	5/29/2026	Copies (of Court Documents)	Copy of Order	$1.57
28	5/23/2026	First Legal Fees	426741 E-FILE Crosner Legal (Sea) SEATTLE WA 98121San Bernardino Civil Electronic Filing eFiling CA 00000Barbara BrownCIVSB2406078 ** COMPLEX CLASS ACTION**Smith -v- Premier Packaging, LLC et al Stipulation and OrderStipulation and Order,JOINT STIPULATION MODIFYING THE ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CONTINUING THE FINAL FAIRNESS HEARING,PROPOSED ORDER MODIFYING THE ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CONTINUING THE FINAL FAIRNESS HEARING,Proof of Service,	$69.50
29	5/31/2026	First Legal Fees	17767602 EFILRSH Crosner Legal PC BEVERLY HILLS CA 90210San Bernardino Civil Electronic Filing eFiling CA 00000Ashley GutierrezCIVSB2406078 ** COMPLEX CLASS ACTION**Smith -v- Premier Packaging, LLC et al STIP AND ORDERSTIP AND ORDER,JOINT STIPULATION FOR LEAVETO FILE SECOND AMENDED COMPLAINT,PROPOSED ORDER,Proof of Service,	$115.50

Total Expense: $16,302.14

CROSNER LEGAL
PUBLIC INTEREST RIGHTS

Crosner Legal, P.C.

Case Expense Sheet

Case Name :Smith, Erik (01307) v. Premier Packaging, LLC [CONSOLIDATED]
Matter :01307-Smith
Total Expense :$1,597.20

	Date	Expense Category	Notes	Amount
1	5/9/2024	First Legal Fees	FL Invoice 10808498 - Proof of Service of Summons and Complaint Electronically	$17.20
2	5/15/2024	First Legal Fees	POS - FL INV#10791347 4/02/24 5675603 DEF Crosner Legal PC San Bernardino Civil Base Chg : 11.95 11.95 9440 Santa Monica Blvd. Electronic Filing DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Caller: Manny Martinez CIVSB2406236 Smith -v- Premier Packaging, LLC et al Proof of Service Env#: 9379245 Signed: Rejected Ref: SMITH (01307)	$11.95
3	4/8/2024	First Legal Fees	SERVICE - FL INV#10769442 3/29/24 5672725 B3D Crosner Legal PC PREMIER PACKAGING, LLC, a Kentucky Base Chg : 47.25 9440 Santa Monica Blvd. 5716 Corsa Avenue PDF/Ship : 11.20 58.45 PROCESS-BRANCH 3 DAYS BEVERLY HILLS CA 90210 WESTLAKE VILLAGE CA 91362 Caller: Manny Martinez Comment: RELATED PROCESS CIVSB2406236 ERIK SMITH, as an individual and on behalf of all Summons and Complaint, Civil Case Cover Sheet, Certifica Env#: 10773400 Signed: STEVEN PICKETT Ref: 01307	$58.45
4	2/21/2024	First Legal Fees	SUMMONS & COMPLAINT - FL INV#10763518 - 2/21/24 5625698 DEF Crosner Legal PC San Bernardino Civil Base Chg : 11.95 9440 Santa Monica Blvd. Electronic Filing Addt'lChgs: 5.25 DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Adv/Wit Ck: 1435.00 Caller: Manny Martinez Check Chg : 57.40 1,509.60 CIVSB2406236 Smith-v-Premier Packaging, LLC Complaint Filed;Certificate of Assignment Received;Civil Env#: 9129763 Signed: Accepted Ref: SMITH (01307) Invoice Amount: 74.60 Fees Advanced: 1,435.00 : 1,509.60	$1,509.60

Total Expense: $1,597.20