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ASHLEY HUDSON

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

ASHLEY HUDSON, on behalf of the State of California and all Aggrieved Employees, Plaintiff, v. SUPERIOR VISION SERVICES, INC., a Delaware Corporation; SUPERIOR VISION BENEFIT MANAGEMENT, INC., a New Jersey Corporation; VERSANT HEALTH HOLDCO, INC., a Delaware Corporation; VERSANT HEALTH, INC., a Delaware Corporation; VERSANT HEALTH CONSOLIDATIONS CORP., a Delaware Corporation; VERSANT HEALTH LAB, LLC, a Delaware Limited Liability Company; DAVIS VISION, INC., a New York Corporation; METLIFE SERVICES AND SOLUTIONS, LLC; a Delaware Limited Liability Company; and DOES 1-100, inclusive, Defendants.	CASE NO. 24CV008471 Assigned for All Purposes to: Hon. Peter K. Southworth Dept. 8B DECLARATION OF JAMIE SERB IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS Date: November 20, 2026 Time: 9:00 a.m. Dept.: 8B

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 a partner with Crosner Legal, PC, counsel of record for plaintiff. 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.

FACTUAL BACKGROUND AND PROCEDURAL POSTURE

2. Versant administers managed vision care plans for customers. Plaintiff Ashley Hudson worked for Versant as a non-exempt Customer Service Specialist from 2019 through March 2023. During her employment, she typically worked Monday through Friday from 6:30 a.m. to 3:00 p.m., five days per week. On occasion, she also worked overtime hours. She was paid an hourly wage.

3. On May 1, 2024, Plaintiff filed a class action complaint against Defendants for several alleged violations of the Labor Code and IWC Wage Orders. In her complaint, Plaintiff contended she and other employees worked "off the clock" and that Defendants failed to pay for all hours worked. Plaintiff also alleged she and other employees did not receive all required meal breaks mandated under the Labor Code and IWC Wage Orders, or that the breaks were non-compliant and started after the fifth hour of work or lasted less than 30 minutes. Similarly, Plaintiff alleged Defendants failed to provide all required rest breaks. Plaintiff also contended Defendants failed to fully reimburse employees for all reasonable and necessary business expenses, including personal cell phone expenses and expenses incurred working remotely from home. Lastly, Plaintiff alleged claims for failing to provide proper itemized wage statements and payment of all wages due on separation of employment. On May 2, 2024, and after notice to the LWDA and Defendants and exhausting administrative remedies, Plaintiff filed a separate PAGA-only representative action complaint against Defendants. Plaintiff later filed a First Amended Complaint consolidating the two matters, and the FAC is the operative complaint for purposes of settlement.

4. Defendants have at all times denied Plaintiff's allegations and maintained their meal and rest break, timekeeping, reimbursement, and payroll policies and procedures comply with California law, that they provided employees with fully compliant meal and rest breaks, and that they properly tracked employee time and paid Plaintiff and all other employees all wages due and at the correct hourly rate. Defendants further contend they fully reimbursed employees for all reasonable and necessary business expenses. Additionally, Defendants strongly contend the case cannot be maintained as any kind of class or representative action, arguing for example that to the extent class members did not take a meal break or that such breaks were non-compliant, it was due to the employee voluntarily choosing not to take a compliant break rather than due to any failure to provide the opportunity to take a compliant break. If the alleged violations are purely anecdotal, then individualized issues may predominate and trial would become unmanageable.

5. After Plaintiff filed her complaint, the Parties engaged in substantial meet and confer discussions regarding discovery, potential law and motion, and other case management issues, and ultimately agreed to attempt early mediation. The Parties also agreed on an informal exchange of information necessary to engage in a meaningful mediation. Consequently, Defendants produced, and Plaintiff's counsel reviewed payroll records, personnel policies and employee handbooks, meal break policies, personnel files, and a random sampling of paystubs and time records produced by Defendants for about 20% of the class members. Defendants also provided documents and information reflecting the estimated total amount of workweeks and pay periods they worked, and average hourly pay rates, among other data.

6. The Parties then engaged Michael Young, Esq., a highly respected mediator with extensive wage and hour class action experience and, on July 18, 2025, participated in a full day mediation with Mr. Young. 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, and ultimately reached agreement on all major issues.

THE PROPOSED SETTLEMENT TERMS

7. Under the settlement, Defendant Versant now will pay an escalated amount of

$415,850.63 into a common fund, the Maximum Settlement Amount ("MSA"). Reasonable attorney's fees of up to one-third of the escalated MSA, or $138,616.88, actual litigation costs of up to $30,000 (only $29,129.56 is requested), a modest enhancement award of up to $10,000 for plaintiff, settlement administration costs of $6,127.00, and a payment of $30,000 for alleged civil penalties under PAGA (of which $22,500 will go to the LWDA with the remaining $7,500 to the Aggrieved Employees), all will be paid from the MSA. The remainder of approximately $200,513.00 will be allocated among the Participating Class Members based on their total weeks worked during the Class Period. No portion of the MSA will revert to the Defendants.

8. As noted, the settlement obligates Versant Health to pay the escalated amount of $415,850.63 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs. 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. One-third of each settlement share will be allocated to wages and the remaining two-thirds will be allocated to expenses, penalties and interest. Versant Health, Inc. will pay any and all applicable employer-side payroll taxes separately and in addition to the MSA. 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 California State Controller's Unclaimed Property Fund.

9. Each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of unpaid wages, unpaid premium wages for missed meal breaks, 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 Versant.

10. All Participating Class Members will be deemed to release Defendants and the Released Parties from all claims alleged in the operative First Amended Complaint, or that could have been brought based on the facts, claims, and/or allegations in the operative complaint,

including PAGA claims, that arose during the Class Period and PAGA Period.

11. The Parties allocated $20,000 to payment of civil penalties under PAGA for such claims against Defendants, as addressed in more detail below, and Plaintiff submits that amount is fair, reasonable and adequate, and consistent with PAGA's underlying purposes. As required by Labor Code section 2699(s)(2), my office gave notice of the settlement and 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.

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

12. Prior to mediation, the parties engaged in substantial informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding Versant's payroll practices, pay stubs and time records for essentially all of the class members, meal and rest break policies, etc., and information from Defendants regarding class size, work weeks, rates of pay, and other information used to formulate a damages model. Plaintiff had this extensive information analyzed by a consulting expert to look for meal and rest break violation rates, overtime pay lost, and other issues relevant to liability and damages. 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.

13. Using that data, Plaintiff ran various calculations and estimated Defendants' likely maximum exposure on the class claims at approximately $3,260,550, including about $254,490 on the unpaid wage/off the clock claim, $2,250 on the underpaid overtime/regular rate claims, $658,535 on the meal break claims, $1,626,795 on the rest break claims, $170,000 on the expense reimbursement claims, $300,000 on the wage statement claims, and $248,480 on the waiting time penalty claims.

14. On the unpaid wage claims, Plaintiff first alleged she and other employees regularly performed off-the-clock work prior to the start of a scheduled shift as on each day it took approximately 3 to 5 minutes to start up computers and receive a security code on her

mobile phone as part of a multi-step authentication process required to access necessary work software, including an application called Dayforce that was used to clock in and out for her shifts and to record meal periods. Plaintiff further alleges employees had to review Quality Assurance Reports and submit rebuttals approximately 4 to 6 times per month, which reports could not be completed on the clock because of the volume of incoming calls during scheduled hours.

15. Second, Plaintiff alleged that Versant incorrectly calculated Class Members' regular rate of pay when compensating them with overtime wages and sick pay wages, by failing to include additional compensation (i.e., bonuses) earned by Class Members. The regular rate of pay must include all remunerations, including bonuses. "Where an employee receives a higher wage or rate because of undesirable hours or disagreeable work, such wage represents a shift differential or higher wages because of the character of work done or the time at which he is required to labor. Such payments enter into the determination of the regular rate of pay." Accordingly, Plaintiff alleges underpaid class members for overtime and sick wages.

16. In response to Plaintiff's unpaid wage claims, Defendants argued their timekeeping and payroll practices accurately captured all hours worked by the class members and paid for those hours at the correct hourly rates, including both overtime pay and sick pay. Defendants further argued their policies strictly prohibited off-the-clock work and, to the extent any such work occurred it was aberrational and intermittent, and performed without management's approval or knowledge. For similar reasons, Defendants emphasized this issue would not be amenable to class treatment since individualized inquiries would be required to determine on a case-by-case basis if any alleged off the clock work was in fact compensable. As for the regular rate claim, Defendants asserted that the majority of Class Members did not earn any non-discretionary incentive pay to begin with that would differentiate the regular rate from the standard hourly rate and Defendants submit that the regular rate was otherwise calculated correctly.

17. On the meal break claims, Plaintiff argued Defendants' meal and rest break policy was not fully compliant with California law and, regardless, that Plaintiff's review of the time and payroll records provided suggested numerous "de facto" violations, such as late and short meal

breaks or missed second meal periods. Plaintiff's review of the time records produced suggested around 44.8% of shifts had a unique violation for a missed, late, or short meal period. Plaintiff similarly argued that Defendants failed to provide all required rest breaks, and in particular employees missed breaks due to the high volume of incoming customer calls that made it difficult to either take a break at all or to take a compliant break.

18. In response, Defendants argued their break policies were fully compliant and that it met its obligation to provide employees with all required meal and rest periods. Per Defendants, many class members waived meal periods when appropriate and also that, in light of the compliant policies, whether a class member missed a meal period, received a late meal period, or missed a rest break would have been aberrational and against company policy. In addition, Defendants challenged the methodology used to calculate the meal break violation rate and disputed that a majority of these instances actually demonstrated a violation, even as a rebuttable presumption. Thus, per Defendants, these issues are not amenable to class or representative treatment since their resolution would require individualized inquiries as to why a break was missed or non-compliant and whether a violation actually occurred.

19. On the expense reimbursement claims, Plaintiff argued that employees who worked remotely incurred various costs including personal cell phone use, internet, electricity, and supplies, all of which were only partially reimbursed by Defendants. Here, while Plaintiff acknowledged employees received a $16.25 expense allowance per bi-weekly paycheck, she also argued that amount simply was insufficient to completely reimburse for all expenses required to work remotely. On the other hand, Defendants argued this allowance did fully reimburse all necessary and reasonable expenses, and to the extent employees chose to incur additional expenses, such as extra high-speed internet, it was purely for personal preference and not reasonable business expenses.

20. The claims under Labor Code sections 203 and 226 are derivative of the primary unpaid wage claims, and accordingly are subject to the same risks and uncertainties plus additional risks posed by the need to account for the "good faith" and other defenses available to Defendants. Thus, while these claims largely are derivative of the unpaid wage claim, they also

are subject to additional defenses.

21. As far as potential PAGA liability, the allegedly aggrieved employees theoretically are entitled about $1.5 million in civil penalties 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, we discounted the potential PAGA penalties based on Defendants' various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $30,000 to PAGA penalties, and Plaintiff submits this amount 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.

22. The settlement obviates the significant risk that this Court may find any kind of class or representative resolution unachievable or 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 lengthy and 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 these claims, legitimate controversies exist regarding each one of them and Plaintiff also recognizes proving the amount of wages and penalties due each Class Member would be an expensive, time-consuming, and uncertain proposition.

23. Plaintiff and I 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. We 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. We applied the following discounts: 80% to the "off the clock claim"; 50% to the regular rate claim; 80% to the meal break claim; 90% to the rest break claim; 80% to the expense reimbursement claim; 80% to the wage statement claim; 80% to the waiting penalty

claim, yielding an estimated risk-discounted exposure of about $490,105 on the class claims. The initial $382,500 recovery represented a significant percentage of Defendant's potential exposure and, given the various procedural and merits risks addressed above, and now has been escalated per the Settlement Agreement to account for additional work weeks. At bottom, the total recovery for the class of $415,850.63, which will result in average award of some $1,159 per class member, plus additional amounts under PAGA, 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.

PLAINTIFF'S ENHANCEMENT AWARD

24. Under the terms of the settlement, Plaintiff seeks a modest incentive award of $10,000 for her service in bringing these claims on behalf of the Class. The request is reasonable given the risks she undertook on behalf of the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendants' litigation costs. Plaintiff also exposed herself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing herself at risk of discrimination by future prospective employers. As set forth in more detail in her declaration submitted with the preliminary approval motion, among taking many other actions assisting in the successful litigation of this case, Plaintiff 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. Finally, there are no class member objections submitted with respect to the amounts Plaintiff proposes to receive. Accordingly, the requested enhancement payment to Plaintiff is appropriate and justified as part of the settlement.

SETTLEMENT ADMINISTRATION COSTS

25. The settlement provides for a payment to Simpluris for its services as the Settlement Administrator. As set forth in the Declaration of Ben Conn, Simpluris has performed and will continue to perform its required duties through final distribution of the settlement funds

and incurred $6,127.00 in fees and expenses. Accordingly, Plaintiff respectfully requests the Court approve payment of $6,127.00 to Simpluris from the MSA.

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

26. Per the terms of the settlement, up to 1/3 of the escalated gross settlement amount is allocated to payment of reasonable attorney's fees, or $138,,616.88. 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. Class Counsel's efforts included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal research, obtaining Plaintiff's employment records, research into similar claims and claims against other employers in the same industry, and attempts to locate and contact other employees of Defendants; (2) drafting a PAGA notice letter; (3) drafting the class complaint and related documents, and drafting the PAGA complaint and related documents; (4) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, attending the initial CMC, etc.; (5) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (6) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (7) drafting a mediation brief and accompanying damages model after review and analysis of defendants' informal discovery production, and related work with Plaintiff's experts; (8) attending an all-day mediation and participating in follow up negotiations; (9) negotiating and drafting the settlement agreement and related documents; (10) drafting the motion for preliminary approval; (11) administration of the settlement, including communications with the Settlement Administrator and settlement class members; (12) drafting the motion for final approval and motion for attorney's fees, and attending the final approval hearing; and (13) extensive communications with the Plaintiff regarding case status, case investigation and document review, mediation, and settlement terms.

A true and correct summary of Crosner Legal's work performed and time expended on this matter is attached hereto as Exhibit 2. Additionally, we 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 and amended judgment.

28. I am a partner at Crosner Legal, P.C. and a managing attorney of the firm's Wage and Hour department, a position I've held since September 2022; I joined the firm as a senior associate/supervising attorney in January 2021. I graduated from the University of California, San Diego in 2004 and from California Western School of Law in 2013. I am a member of the California Bar (2013), the Washington Bar (2024), and the Oregon Bar (2026), and appear in all state and federal courts of these jurisdictions. My practice has concentrated on wage-and-hour class and representative litigation since 2015 and I have handled or co-managed dozens of class action lawsuits from intake through final resolution, obtaining millions of dollars on behalf of employees. These wage-and-hour class and representative actions involved compensable-time disputes, meal and rest break claims, and other state- or federal-specific claims, including analysis of payroll and timekeeping systems and policies, and class-wide damages analysis. She has served as class counsel in over one hundred fully approved wage-and-hour class action settlements in Washington and California. I also co-authored an amicus brief before the California Supreme Court in *Williams v. Superior Court* on behalf of the Consumer Attorneys of California, advocating for broad discovery rights for representative employees. I have been certified as class counsel on contested class certification proceedings in the following matters: *Thomas Perez v. City of San Diego*, San Diego County Superior Court of California, Case No. 37-2014000016621-CU-OE-CTL; *Smith v. Werner Enterprises, Inc*., Nebraska District Court Case No. 8:15-cv-0287; *Castro, et al v. Central Garden & Pet Company*, Los Angeles County Superior Court of California, Case No. 22STCV38247.

29. 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.

30. 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.

31. Mr. Crosner has been selected by Super Lawyers as a "Southern California Rising Star" for employment and labor law consecutively from 2018 through 2023. Super Lawyers has also named me on their "Up-and-Coming 100" Southern California Rising Stars List for consecutive years from 2021 through 2023. Only 2.5% of lawyers within California are named a Super Lawyer Rising Star and even less are added to their Top Lists. Additionally, he has been selected as a Top 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers, invitation-only organization composed of the premier trial lawyers, from 2019 through 2023. He is an active participant in advocacy groups, including as 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 a member of the Pound Civil Justice Institute.

32. 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.

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. 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.

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 $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.); and 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.).

36. Based upon the qualifications and experience set forth above, the following hourly rates are reasonable for attorneys practicing in this area of the law in California: Zachary M. Crosner $950/hour, Jamie Serb $900/hour, Kiara Bramasco $650/hour, Branden Hamilton $650/hour; Sepideh Ardestani $800/hour.

37. Plaintiff requests the Court apply the above hourly billing rates in this case, as these rates are reasonable in the California legal market for attorneys handling wage and hour class 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 and to that of my colleagues. These rates have range from $650 to $850 per hour for calendar years 2017-2021. 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 Malk of Malk APC in Los Angeles, with approximately 16 years of experience $650/hour (2018), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience respectively, both $825/hour (2018), Jason Ehrlich of McCormack & Ehrlich LLP in San

Francisco, with approximately 17 years of experience $750/hour (2017), 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, Ms. Serb, and myself, is over $800. The adjusted Laffey Matrix may be found at http://www.laffeymatrix.com/see.html. Similarly, the December 8, 2008 article, "Billable Hours Aren't the Only Game in Town Anymore," NATIONAL LAW JOURNAL, which set forth the following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-hour class actions: Partners: $475-$795; Associates: 1st Year - $275, 2nd Year - $310, 3rd Year - $335, 4th Year - $365, 5th Year - $390, 6th Year - $415, 7th Year - $435, 8th Year - $455.36

39. After the analysis above, Crosner Legal's lodestar is $128,690.00, based on 151.95 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, etc.

40. As noted, Crosner Legal has represented Plaintiff for some two plus 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 $138,616.88 based on the common fund theory with a corresponding lodestar cross-check and a modest lodestar enhancement of 1.08.

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, Crosner Legal has received no compensation or reimbursement for its efforts representing Plaintiff and the Class.

42. Crosner Legal assumes a great deal of contingent risk in every wage and hour class action it undertakes. Attorneys at the firm have been involved in a number of cases where plaintiffs and their counsel invested hundreds of hours of 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 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 yet another matter involving non-exempt employees of a large convalescent hospital, the parties reached a settlement, secured preliminary approval and provided notice, and secured final approval only to have the facility shut down due to severe covid outbreak among the patients and the class members and our office ultimately received nothing after the shut down became permanent and the company went under. Just last year, after once again settling a matter and securing final approval the defendant went bankrupt before funding the settlement and the class members and counsel received nothing. In each of these instances the plaintiff's firm received nothing despite the investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs. These examples plainly establish that success in these cases is by no means a certainty and strongly support application of a "handsome yet reasonable" lodestar modifier to account for the significant contingent risk posed here.

43. Class Counsel's litigation costs and expenses are capped at $30,000 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	$6,157.76
Mediation Fees	$10,250.00
Expert Witness Fees	$12,265.00
Postage/Overnight/Fax	$181.80
PAGA Filing Fee	$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	**$29,129.56**

44. These costs and expenses are reasonable in amount and all were necessary for the successful litigation of this matter. I therefore respectfully request the Court approve payment of $29,129.56 in litigation costs and expenses to Crosner Legal.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 28th day of October, at San Diego, California.

/s/ Jamie Serb

Jamie Serb