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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF RIVERSIDE**

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| ARION NEILL and DAVE COLMENARES, on behalf of the State of California and Aggrieved Employees,<br><br>Plaintiffs,<br><br>v.<br><br>BOOT BARN, INC., a Delaware Corporation; BOOT BARN HOLDINGS, INC., a Delaware Corporation; and DOES 1-100, inclusive,<br><br>Defendants. | Case No.: CVRI2402537<br><br>**DECLARATION OF JAMIE SERB IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, AND REQUEST FOR ATTORNEY'S FEES AND COSTS**<br><br>**Date: September 15, 2026**<br>**Time: 8:30 a.m.**<br>**Dept.: 1** |

I, JAMIE K. SERB, declare as follows:

1. I am an attorney duly licensed to practice in California and before this Court, and I am a Partner with Crosner Legal, P.C., counsel of record for Plaintiffs in the above-captioned matter. If called to testify as to the facts within, I would and could competently do so.

**FACTUAL BACKGROUND AND PROCEDURAL POSTURE**

2. Defendant Boot Barn, Inc. ("Boot Barn" or "Defendant") is a nationwide retailer of western/cowboy themed shoe and clothing apparel. There are approximately 69 retail locations in California alone.

3. Plaintiff Arion Neill is a current employee of Boot Barn. She has worked for Boot Barn since October 2022 at the stores located in Oceanside and Kearny Mesa. Over the duration of her employment, she has been both an hourly paid, non-exempt Sales Partner and Inventory Control Associate. Plaintiff Dave Colmenares is also a current employee, and has worked for Boot Barn initially starting from September 2016 as an hourly paid, non-exempt Sales Partner at a store located in Clovis, with some breaks. Plaintiff Catherine Garritson is a former Sales Partner who worked at Boot Barn from April 9, 2022 through December 18, 2024, initially at the Oceanside store and then at the Escondido store. Plaintiffs all allege they were subject to various wage and hour violations while working for Boot Barn.

4. Based on these allegations, and after notice to the LWDA and Boot Barn and exhausting administrative remedies, Plaintiffs Neill and Colmenares filed a PAGA only action on May 3, 2024, alleging (1) Failure to Pay All Wages Owed, Including Minimum and Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to Authorize and Permit Rest Breaks; (4) Unlawful Deductions; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Maintain Accurate Payroll Records; (7) Failure to Timely Pay Wages During Employment and Upon Separation; (8) Failure to Pay Reporting Time Pay; (9) Failure to Produce Employment Records; (10) Failure to Provide Suitable Resting Facilities; (11) Failure to Provide Suitable Seating; (12) Failure to Reimburse for All Necessary Business Expenses; (13) Failure to Provide Written Commission Agreements; (14) Violation of Labor Code section 226.2; (15) Violation of California Day of Rest Law; (16) Violation of Labor Code section 208; (17) Unlawful Agreements – Unlawful

Criminal History Inquiries; (18) Violation of Labor Code section 432.6; (19) Failure to Pay Vested Vacation/Paid Time Off; and (20) Sick Leave Violations.

5. Boot Barn has at all times denied Plaintiffs' allegations and maintained its meal and rest break and payroll policies and procedures comply with California law, and that it provided the Aggrieved Employees with required meal and rest breaks. Additionally, Boot Barn contends its timekeeping and payroll policies accurately track and pay for all hours worked by its employees and at the correct rates of pay. It also strongly contends the case cannot be maintained as any kind of class or representative action, arguing for example that to the extent Aggrieved Employees 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. After subsequent meet and confer with Boot Barn's counsel, the Parties stipulated to stay the PAGA action and arbitrate Plaintiffs' claims. The PAGA action was stayed on September 16, 2024. Plaintiffs Neill and Colmenares filed their respective arbitration demands on October 3, 2024. Shortly thereafter, the Parties agreed to mediate all claims. The Parties further agreed on a protocol for an informal exchange of information and documents to permit meaningful settlement negotiations.

7. The Parties then mediated with respected wage and hour mediator Brandon McKelvey, Esq. in March 2025, and ultimately reached agreement on all major issues to resolve the case.

## THE PROPOSED SETTLEMENT TERMS

8. Under the settlement, Boot Barn will pay the escalated amount of $1,916,119.00 into a common fund, the Gross Settlement Amount (the "GSA"). Reasonable attorney's fees of up to $638,706.33 (1/3 of the escalated GSA), litigation costs of up to $25,000.00 (only $21,900.82 is requested), enhancement awards to Plaintiffs of up to $10,000.00 each for Plaintiffs Neill and Colmenares, and up to $5,000.00 for Plaintiff Garritson ($25,000.00 total), settlement administration costs of $43,500.00, and $226,119.00 for civil penalties under PAGA (with 75% ($169,589.25) allocated to the LWDA and 25% ($56,529.75) to the Aggrieved Employees) all will

be paid from the GSAmount. The remainder of $957,793.67 will be allocated among the Participating Class Members based on their total pay periods worked during the Class Period. No portion of the GSA will revert to Boot Barn.

9. This is a cash settlement that <u>does not</u> require Participating Class Members to submit a claim form to receive their Individual Class Payment. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Twenty percent of each Individual Class Payment will be allocated to wages and the remaining eighty percent will be allocated to interest on unpaid wages and statutory penalties; one hundred percent of each Individual PAGA Payment will be allocated to penalties. Boot Barn will pay any and all applicable employer-side payroll taxes for the wage portions of the Individual Class Payments separately and in addition to the GSA. Subject to the Court's approval, any amounts not claimed (because a Class Member does not cash his or her settlement check) will be transmitted to Voices for Children Riverside in accordance with California Code of Civil Procedure Section 384(b)(ii).

10. Each Participating Class Member will receive a share of the Net Settlement Amount (the "NSA") based on his or her number of pay periods worked for Boot Barn 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, alleged unpaid premium wages for missed meal and rest 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 Boot Barn and the number of instances they allegedly missed a meal break and/or rest break, allegedly were not provided compensation in lieu of such missed breaks, or allegedly lost pay due to the alleged regular rate issues.

11 All Participating Class Members will release Boot Barn from all claims alleged in the operative FAC, or that could have reasonably been brought based on the factual allegations in the FAC during the Class Period. Plaintiffs and the LWDA will release those PAGA claims alleged in the PAGA notice to the extent alleged in the FAC. The Class and PAGA releases are limited to

the claims that were actually pleaded or could have reasonably been pleaded based on the alleged facts in the FAC, and PAGA notice for the PAGA claims. Only Plaintiffs are entering into a full general release of all claims and waiver of Civil Code section 1542.

12. As noted, the Parties allocated $226,119.00 (escalated from the original allocation of $190,000.00) from the GSA to resolution of Plaintiffs' alleged claims for PAGA civil penalties, and Plaintiffs submit that amount is fair, reasonable and adequate, and furthers PAGA's underlying purposes. As required by Labor Code section 2699(*l*)(2), my office gave notice of the settlement and the approval hearing to the LWDA via its online portal. A true and correct copy of the LWDA's acknowledgement of receipt is attached as Exhibit 1.

**The Proposed Settlement Meets the Kullar Factors and is within the Range of Reasonableness**

13. Prior to mediation, the parties engaged in informal discovery to facilitate settlement discussions. As a result, Plaintiffs reviewed documents and information regarding Boot Barn's payroll practices, a random sampling of pay stubs and time records for about 30% of the pay periods at issue, applicable personnel policies/handbooks, meal and rest break policies, personnel files, etc., and information from Boot Barn regarding class size and breakdown, number of work weeks/pay periods, and other information used to formulate a damages model. Plaintiffs then had that information reviewed with the assistance of a consulting expert. Plaintiffs' counsel are confident they obtained sufficient information to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is fair and reasonable.

14. Using the data obtained from Boot Barn, Plaintiffs ran various calculations and estimated Boot Barn's likely maximum exposure on the class claims at approximately $50,542,380.00, including about $263,480.00 on the unpaid wage/regular rate claim, $2,760,500.00 on the meal break claims and $15,717,900.00 on the rest break claims, $610,000.00 on the unreimbursed expense claim, $14,695,000.00 on the wage statement claims, and $16,495,500.00 on the waiting time penalty claims.

15. First, on their unpaid wage claims, Plaintiffs allege Boot Barn failed to pay for overtime, sick pay, and break premiums based on the correct "regular rate of pay," and accordingly

underpaid for such wages in many instances. Plaintiffs and the class members regularly earned non-discretionary, performance-based bonuses and allege Boot Barn failed to correctly account for this compensation in the "regular rate of pay" and contend Boot Barn did not include these amounts in the regular rate calculation and therefore underpaid wages. Although it appears Boot Barn made an effort to calculate the regular rate of overtime, premiums, and sick pay, according to Plaintiffs' expert Berger's analysis (which Boot Barn disputes), it did not always do so correctly. Furthermore, it appears that any rest break premiums that were paid were only paid at the straight hourly rate – not the regular rate (which Boot Barn disputes). According to Berger's analysis, approximately 29,205 meal break premiums were miscalculated, resulting in an underpayment of $40,863.00 (2.9% of pay periods); 2,035 rest break premiums were miscalculated, resulting in an underpayment of $10,934.00 (0.1% of pay periods); and 127,100 sick pay hours were miscalculated, resulting in an underpayment of $211,686.00 (3.3% of pay periods), for a total of about $263,480.00. Boot Barn disputes these calculations.

16. On the meal period claims, Plaintiffs first alleged Boot Barn's written policies were only partially compliant and, among other things, failed to inform employees that their meal break should start before the end of the fifth hour of work (or tenth hour for second lunches) and failed to inform employees of their entitlement to an additional hour of pay for a missed or non-compliant lunch break. They further argued that, regardless of the written policies, Boot Barn's records suggest a large number of "de facto" violations for missed, short, and untimely meal periods. Here, according to Plaintiffs' expert's analysis, 19,842 first meal breaks were recorded late (after the 5th hour), 90,683 shifts between 5 and 6 hours did not record a first meal break, and 10,037 shifts over 6 hours did not record a first meal break. Additionally, 1,365 shifts were less than 30 minutes. Second meal breaks were also not allegedly provided according to California law (which Boot Barn disputes): 94.8% of shifts between 10 and 12 hours (or 16,758 shifts) did not have a second meal break recorded and 74.2% of shifts over 12 hours (1,030 shifts) did not have a second meal break recorded. Although Boot Barn's policies mention that meal breaks may be waived, Boot Barn did not produce evidence of any meal break waivers. Overall, Berger calculated 17.5% of shifts, and about of 36.2% of the pay periods in the PAGA Period, contained a unique meal break violation

(i.e. missed, short, or late first or second meal break) that did not have a corresponding paid meal premium (which Boot Barn disputes). Plaintiff calculated Boot Barn's meal period exposure at about $2,760,500.00 in meal period premiums.

17. In response, Boot Barn argued its break policies were fully compliant with California law, and that it provided all required meal periods and thereby met its obligations under the Labor Code and applicable Wage Order. Further, Boot Barn argued to the extent employees missed a break or took a non-compliant break, any such discrepancies were aberrational and against company policy and a myriad of individual issues would be required to determine whether the potential violation resulted from employee choice or some other reason. Consequently, per Boot Barn, individualized inquiries would dominate on this issue and render class certification inappropriate.

18. For the rest break claim, Plaintiffs similarly argued that Boot Barn frequently provided non-compliant rest breaks, as the Class Members often had to skip rest breaks or received shortened rest breaks due to the hectic nature of the work, would be stopped by customers with questions while going to the break room, and otherwise did not receive a net 10 minutes for many breaks. As with meal breaks, Boot Barn argued its rest break policies complied with California law and that it authorized and permitted employees to take all required rest breaks. Boot Barn further contended that, in light of the fact that it is not required to maintain a record of rest breaks, any evidence of failure to authorize and permit rest breaks and/or discouragement from taking rest breaks would be purely anecdotal and individual issues would predominate. Plaintiffs estimated Boot Barn's exposure here was at about $15,717,900.00.

19. On the expense reimbursement claim, Plaintiffs allege Boot Barn requires employees to dress in full western-themed clothing Friday – Sundays. Plaintiffs further allege they were required to purchase western-themed clothing to comport with Boot Barn's dress code (i.e. hat, boots, dress shirt, etc.). Uniforms are reimbursable expenses under Labor Code section 2802. Plaintiff Neill alleges she spent an estimated $150 or so on two work-appropriate outfits and Plaintiff Colmenares estimates he spent approximately $30/shirt. Plaintiffs allege that although Boot Barn provides a discount to employees, employees still end up purchasing specific clothing from Boot Barn in order to comport with Boot Barn's dress code policies. But for a cowboy hat stipend at the

time of the employee's hire, Boot Barn allegedly does not provide any funds or reimbursements for this required uniform, nor is it part of Boot Barn's reimbursement policy. In response, Boot Barn argued employees were not required to purchase or wear clothing from Boot Barn, and further argued dress code appropriate clothing, such as blue jeans, western shirts, cowboy boots, etc. are simply regular everyday clothing that could be worn anywhere and was not so highly specialized that reimbursement was necessary. Without taking into consideration any of Boot Barn's defenses to certification or on the merits, Plaintiffs' experts calculated Boot Barn's maximum exposure for this claim at about **$610,000.00**, based on $100 per class member in unreimbursed expenses.

20. Finally, Plaintiffs also alleged derivative claims under Labor Code § 226 (alleged inaccurate wage statement violations) and §§ 201-203 (waiting time penalties). These claims are based on the unpaid wage claims and will rise or fall along with those primary claims, in addition to being subject to "good faith" and other defenses available to Boot Barn. Boot Barn argued further that the wage statements accurately contained all required information, and that it acted in good faith at all times with respect to payment of wages. Plaintiffs' experts estimated the exposure at about $14,695,000.00 on the wage statement claims, and $16,495,500.00 on the waiting time penalty claims.

21. As far as potential PAGA liability, the alleged Aggrieved Employees theoretically are entitled to penalties totaling about $51.9 million should Plaintiffs prevail on all claims, establish violations of the multiple Labor Code sections at issue, and secure the maximum penalty for each and every pay period. This includes Plaintiffs' claims for failure to provide suitable seating, as Plaintiffs allege Boot Barn did not make seats available to cashiers even though it could have, per Plaintiffs. As with the class claims, Plaintiffs discounted the potential PAGA penalties based on Boot Barn's 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 $226,199.00 to PAGA penalties. Plaintiffs submit 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 resolution unachievable or might deny certification of all or some of Plaintiffs' claims. Furthermore, even if Plaintiffs 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. Overall, while Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize proving the amount of wages and penalties due to each Class Member would be an expensive and uncertain proposition.

23. Taking into account all of the above-discussed risk factors, Plaintiffs calculated Boot Barn's exposure on the class claims at around **$8,555,430.00** on a risk-discounted basis. Given Boot Barn's multi-layered defenses and all other potential risks of continued litigation, a total recovery for the Class of $1,916,119.00 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.

## SETTLEMENT ADMINISTRATION COSTS

24. The settlement provides for a payment to CPT, Inc. ("CPT") for its services as the Settlement Administrator. As set forth in the Declaration of Kaylie O'Coonor, CPT performed and will continue to perform its required duties through final distribution of the settlement funds and incurred $43,500.00 in fees and expenses. Plaintiffs accordingly request the Court approve payment of $43,500.00 to CPT from the GSA.

## PLAINTIFFS' ENHANCEMENT AWARDS

25. Pursuant to the terms of the settlement, Plaintiffs seek modest incentive awards of $10,000.00 each for Plaintiffs Neill and Colmenares, and $5,000.00 for Plaintiff Garritson, for their service in bringing these claims on behalf of the Class. These requests are reasonable given the risks they undertook on behalf of the Class Members, and 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 them at risk of discrimination by future prospective employers. As set forth in more detail in their respective declarations filed with the preliminary approval motion, 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. Accordingly, the requested enhancement payments to the Plaintiffs are appropriate and justified as part of the settlement.

**THE REQUESTED ATTORNEY'S FEES AND COSTS ARE REASONABLE AND SHOULD BE APPROVED**

26. Per the terms of the settlement, up to 1/3 of the escalated GSAis allocated to payment of reasonable attorney's fees, or $638,706,33. 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. Over the two plus years this matter has been pending, Crosner Legal's efforts have included: (1) extensive pre-lawsuit investigation of the claims of Plaintiffs 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 employees of the Defendant; (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) initiating arbitration proceedings; (6) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (7) engaging in substantial informal discovery, including making informal discovery "requests" and reviewing documents and other information produced; (8) working with a consulting expert on the analysis of Defendant's informal production; (9) drafting a mediation brief and accompanying damages model after review and analysis of

defendant's informal discovery production; (10) attending an all-day mediation; (11) negotiating and drafting the settlement agreement and related documents; (12) drafting the consolidated amended complaint to effectuate the settlement; (13) drafting motion for preliminary approval, and attending the hearing; (14) administration of the settlement, including communications with the Settlement Administrator and settlement Class Members; (15) final approval and attorney's fees, and (to the extent appearances are required) attending the forthcoming final approval hearing; and (16) extensive communications with the Plaintiffs regarding case status, case investigation and document review, mediation, and settlement terms. [Brouillette Decl., ¶ 27, Exh. 2.] Additionally, Class Counsel will incur additional time following final approval to, inter alia, respond to Class Member inquiries, attend to 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 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 2018-2023 by Super Lawyers as a "Southern California Rising Star" for employment and labor law.

32. 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.

33. 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.

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

36. 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); 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.); 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.).

37. Based upon the qualifications and experience set forth above, I believe the following hourly rates are reasonable: Zach Crosner $900.00, Jamie Serb and Sepideh Ardestani $850.00, Branden Hamilton and Kiara Bramasco $650.00, J. Kirk Donnelly $1,000.00.

38. 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 ranged from $650.00 to $850.00 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 $850.00/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with approximately 25 years of experience $850.00/hour (2021), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience respectively, both $825.00/hour (2018), Zachary Crosner of Crosner Legal PC, 14 years of experience $800.00/hour (2023), and James Kawahito of Kawahito Law Group in

Los Angeles, with approximately 16 years of experience $750.00/hour (2020).

39. 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, are well over $800.00, and rates for attorneys with 20+ years of experience such as Mr. Donnelly are well over $1000.00 hour. The adjusted Laffey Matrix may be found at http://www.laffeymatrix.com/see.html.

40. After the analysis above, Crosner Legal's lodestar is $211,400, based on 247.3 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. Attached hereto as Exhibit 2 is a true and correct summary of Crosner Legal's work performed and time expended on this matter.

41. As noted, Crosner Legal has represented Plaintiffs for over two years with respect to this matter and has expended a significant amount of time and resources in that representation. The firms agreed to litigate this case on a purely contingent basis and in so doing assumed considerable risk of non-payment for their respective 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), Plaintiffs respectfully request the Court award their counsel the requested fees of $638,706.33 based on the common fund theory with a corresponding lodestar cross-check and a reasonable upward modifier of 3.02. Class Counsel will not share any fees awarded with any other attorneys or firm.

42. This case posed considerable contingent risk, for the reasons addressed above; if there had been no 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.

43. 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 $100,000.00 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.

44. Reimbursement for litigation costs and expenses for all firms is capped at $25,000.00 under the terms of the Settlement Agreement. A true and correct itemization of the costs and expenses incurred by Crosner Legal is set forth below:

| Expense Category | Amount |
|---|---|
| | |
| Court & Arbitration Filing Fees/ Service of Process/Attorney Service/Chamber's Copies | $2,388.06 |
| Mediation Fees | $12,500.00 |
| Expert Witness Fees | $6,885.00 |
| Postage/Overnight/Fax | $52.76 |
| PAGA Filing Fee | $75.00 |
| Photocopying | (waived) |
| Legal Research | (waived) |

| | |
|---|---|
| **Total Costs and Expenses** | **$21,900.82** |

45. These costs and expenses are reasonable in amount and were necessary to achieve the successful resolution of the case. I respectfully request the Court approve payment of $21,900.82 in costs and expenses to Crosner Legal.

46. For the foregoing reasons, it is respectfully requested that the Court grant final approval of 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 August 20, 2026, at Los Angeles, California.

Jamie K. Serb

# Exhibit 1

# Exhibit 2

***Arion Neill et al. v. Boot Barn, Inc. et al.***
**Riverside County Superior Court, Case No. CVR12402537**
**Crosner Legal Time Report**

| Tasks | Jamie Serb | Zach Crosner | Kiara Bramasco | Branden Hamilton | Kirk Donnelly | Sepideh Ardestani |
|---|---|---|---|---|---|---|
| Pre-filing Case Investigation | 0.0 | 6.3 | 9.1 | 7.1 | 0.0 | 0.0 |
| Pleadings and Law and Motion | 0.0 | 5.5 | 0.0 | 13.2 | 9.5 | 0.0 |
| Discovery and Post-Filing Investigation | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Court Appearances | 0.0 | 0.0 | 0.0 | 0.0 | 1.0 | 0.0 |
| Case Management; Litigation Strategy & Analysis | 77.6 | 21.4 | 0.0 | 0.0 | 1.3 | 0.0 |
| Mediation and Settlement | 36.2 | 9.1 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Hours | 113.8 | 42.3 | 9.1 | 20.3 | 11.8 | 50.0 (est.) |
| Hourly Rate | $900 | $900 | $650 | $650 | $1000 | $800 |
| **Lodestar** | **$102,420** | **$38,070** | **$5,915** | **$13,195** | **$11,800** | **$40,000** |

**Crosner Legal Total Hours: 247.3**
**Crosner Legal Total Lodestar: $211,400**