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7 Attorneys for Plaintiff ARTHUR QUESADA

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ALAMEDA**
10

11
12 ARTHUR QUESADA, as an individual and
on behalf of all others similarly situated,

13
14 Plaintiff,

15 v.

16 XPDEL, INC., a California Corporation
17 and DOES 1-100, inclusive, ADVATIX,
18 INC., a Delaware Corporation, and DOES
1-100, inclusive,

19 Defendants.
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Case No.: 23CV031688

Assigned for All Purposes to:
Hon. Michael Markman
Dept. 23

**DECLARATION OF BRANDON
BROUILLETTE IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND REQUEST
FOR ATTORNEY'S FEES AND COSTS**

Date: June 10, 2025
Time: 10:00 a.m.
Dept. 23

Reservation No.: A-31688-001

1 I, BRANDON BROUILLETTE, declare as follows:

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

5 **FACTUAL BACKGROUND AND PROCEDURAL POSTURE**

6 2. Defendant XPDEL is a third-party fulfillment and logistics company specializing in
7 providing supply chain solutions for both business to business and direct to consumer companies.
8 Plaintiff worked for Defendant as an hourly paid, non-exempt delivery associate from about May to
9 November 2021.

10 3. Plaintiff alleges a number of wage and hour violations by Defendant. First, he
11 alleges a failure to pay for all hours worked as he and other class members had to continue
12 working after clocking out for their meal breaks, which time was neither recorded nor paid for.
13 For the same reason, he alleges XPDEL failed to provide all required meal and rest breaks, and
14 that Defendant had a practice of “auto-deducting” 30 minute meal periods even though employees
15 continued working while purportedly on a lunch break. Plaintiff also alleges XPEDL failed to provide
16 second meal periods on shifts of 10+ hours, and further failed to provide fully compliant meal periods
17 before the end of the fifth hour of work and pay meal period premiums when required. He further alleges
18 rest break violations based on a non-compliant written policy and failure to provide all required rest
19 breaks. Lastly, he alleges Defendant failed to reimburse employees for use of their personal cellular
20 devices for company business.

21 4. Based on these allegations, on April 21, 2023, Plaintiff filed his class action complaint
22 alleging (1) failure to pay minimum wage for all hours worked (Labor Code §§ 1194, and 1194.1); (2)
23 failure to pay overtime wages (Labor Code § 510); (3) failure to provide meal periods (Labor Code §§
24 512 and 226.7); (4) failure to authorize or permit rest periods (Labor Code § 226.7); (5) failure to provide
25 complete and accurate wage statements (Labor Code § 226); (6) failure to timely pay all wages due
26 (Labor Code §§ 201-204); and (7) failure to reimburse business expenses (Labor Code § 2802); and (8)
27 Unfair Business Practices (Bus. & Prof. Code § 17200, *et seq.*). After notice to the LWDA and
28 exhausting administrative remedies, Plaintiff filed an amended complaint on August 5, 2024 adding

1 PAGA claims based on the same alleged Labor Code violations. The First Amended Complaint is the
2 operative pleading for purposes of settlement.

3 5. XPDEL has at all times denied Plaintiff's allegations and maintained its meal and
4 rest break and payroll policies and procedures comply with California law, that it paid employees
5 for all hours worked, and that provided employees with required meal and rest breaks on a fully
6 compliant basis. XPDEL also argued there would be no need for employees to use their personal
7 phones for any work-related purposes. Additionally, XPDEL strongly contends the case cannot
8 be maintained as a class action, arguing for example that to the extent class members missed meal
9 and/or rest breaks, that such breaks were non-compliant, or that class members had to use their
10 own phones for work it was intermittent and infrequent and evidence of such missed breaks or
11 phone use would be anecdotal, and therefore individualized issues would predominate.

12 6. After Plaintiff filed his complaint, the Parties met and conferred on discovery,
13 potential law and motion, and other case management issues, and ultimately agreed to attempt
14 early mediation. The Parties also engaged in extensive informal discovery to facilitate an
15 exchange of information necessary to engage in a meaningful mediation.

16 7. The Parties then engaged Daniel Turner, Esq., a highly respected mediator with
17 extensive wage and hour class action experience and, in December 2023, participated in a full
18 day mediation with Mr. Turner. By the end of the day, the Parties were able to reach agreement
19 on all major issues.

20 **THE PROPOSED SETTLEMENT TERMS**

21 8. Under the settlement, XPDEL will pay \$175,000 into a common fund, the Gross
22 Settlement Amount ("GSA"), in two equal payments approximately six months apart. Attorney's
23 fees of up to \$58,333.33 (1/3 of the GSA), litigation costs of up to \$15,000 (although only
24 \$14,522.07 is requested), settlement administration costs of \$10,000, a service award to Plaintiff
25 of no more than \$10,000, and PAGA civil penalties of \$16,000, all will be paid from the GSA.
26 The balance of around \$66,144 will be allocated pro rata to the Class Members based on their
27 weeks worked during the Class Period. No portion of the GSA will revert to XPDEL.
28

1 9. As noted, the settlement obligates XPDEL to pay \$175,000 to resolve the
2 Settlement Class's claims, inclusive of attorney's fees and costs. At least \$66,144 from the GSA
3 will be distributed to the Participating Class Members. This is a cash settlement that does not
4 require Participating Class Members to submit a claim form to receive their settlement share.
5 Participating Class Members will receive their settlement checks automatically via First Class
6 U.S. Mail. Twenty percent of each settlement share will be allocated to wages and the remaining
7 eighty percent will be allocated to penalties and interest, which allocation is consistent with
8 XPDEL's potential liability. XPDEL will pay any and all applicable employer-side payroll taxes
9 separately and in addition to the GSA. Subject to the Court's approval, any amounts not claimed
10 (because a class member does not cash their settlement check) will be forwarded to the East Bay
11 Community Law Center as the proposed *cy pres* beneficiary.

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

21 11. All Participating Class Members will release XPDEL and the Released Parties
22 from all claims alleged in the operative complaint, or that could have been brought based on the
23 factual allegations in the complaint during the Class Period, including claims under PAGA. The
24 release is limited to the claims that were actually pleaded or could have been pleaded based on
25 the alleged facts in the operative complaint.

26 12. As noted, the Parties allocated \$16,000 to resolution of Plaintiff's alleged claims
27 under PAGA, and Plaintiff submits that amount is fair, reasonable and adequate, and consistent
28 with PAGA's underlying purposes. Consistent with PAGA, \$12,000 of that amount will go to

1 the LWDA for the State's share of the civil penalties, while the remaining \$4,000 will be
2 distributed pro rata to the 233 eligible Aggrieved Employees. Prior to filing this motion,
3 Plaintiff provided notice of the proposed settlement of the PAGA claims and the approval
4 hearing to the LWDA, and a true and correct copy of the LWDA's acknowledgment of receipt
5 is attached hereto as Exhibit 1.

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

8 13. Prior to mediation, the parties engaged in extensive informal discovery to facilitate
9 settlement discussions. As a result, Plaintiff reviewed documents and information regarding
10 XPDEL's payroll practices, pay stubs and time records for a sampling of class members, meal
11 and rest break policies, etc., and information from Defendant regarding class size and breakdown
12 of job positions, work weeks, rates of pay, and other information used to formulate a damages
13 model. This extensive information then was analyzed by a consulting expert to look for meal and
14 rest break violation rates, time spent working off the clock, etc., and other issues relevant to
15 liability and damages. Plaintiff's counsel are confident they obtained sufficient information to
16 understand the law and facts of this case and make an informed decision regarding the proposed
17 settlement and whether it is in the best interests of the class.

18 14. Using that data, Plaintiff ran various calculations and estimated XPDEL's likely
19 maximum exposure on the class claims at approximately \$1,915,745, including about \$164,140
20 on the off the clock/unpaid wage claims, approximately \$70,805 on the meal period claims,
21 about \$455,260 on the rest period claims, about \$61,940 on the expense reimbursement claim,
22 around \$102,600 on the wage statement claims, and \$1,061,000 on the waiting time penalty
23 claims.

24 15. On the unpaid wage claims, Plaintiff alleged that, due to understaffing and the
25 press of business, he and the class members regularly had to continue working during their meal
26 breaks even though they had clocked out, and that XPDEL simply "auto-deducted" 30 minutes
27 of time for each shift even though employees were working during that time. Accordingly,
28 Plaintiff contends he lost at least 2 hours of pay each week for this "off the clock" work. In

1 response, XPDEL argued its timekeeping and payroll policies were fully compliant and that it
2 accurately tracked and paid for all hours worked. It also emphasized that off the clock was
3 strictly prohibited and accordingly if any employees worked while clocked out it was against
4 company policy and done on a voluntary basis, and without the company's knowledge. For the
5 same reason, XPDEL contended this issue was not suitable for class certification, as
6 determining the reasons behind any alleged off the clock work would have required extensive
7 individualized inquiries.

8 16. On the meal and rest break claims, Plaintiff contends that XPDEL's alleged
9 "auto-deduct" policy obscured the fact that employees worked through meal periods or did not
10 receive fully compliant meal periods. Per Plaintiff and the California Supreme Court's Donohue
11 case, even minor infringements on the meal period requirements resulted in a violation and
12 obligation for XPDEL to pay the required premium pay. Plaintiff's review of the time and
13 payroll records provided suggested these deficiencies in the policies affected employee breaks.
14 For example, Plaintiff's expert's analysis showed at least a 17.6% violation rate for meal period
15 violations. Plaintiff also alleged XPDEL failed to provide second lunches on shifts of 10 or
16 more hours. Similarly, Plaintiff alleged XPDEL's written break policy likewise was non-
17 compliant, failed to properly reflect the time periods for taking breaks, and also resulted in "de
18 facto" violations as well as the absence of third rest breaks on shifts over 10 hours.

19 17. In response, XPDEL argued its written meal and rest break policies are fully
20 compliant, and that it provided employees with the opportunity to receive all required breaks.
21 Defendant further maintained that, in light of its compliant policies, whether a class member
22 missed a meal period, received a late meal period, or missed a rest break would have been
23 aberrational and against company policy. Thus, per XPDEL, these issues are not amenable to
24 class or representative treatment since their resolution would require individualized inquiries as
25 to why a break was missed or non-compliant.

26 18. On the expense reimbursement claim, Plaintiff alleges Defendant's management
27 and supervisors would constantly text Plaintiff and other employees on their cell phones
28 throughout their shifts to communicate with them on work-related issues, and that no

1 reimbursement was paid. On the other hand, XPDEL argued there would be no conceivable
2 need for employees to use their own phones while working or for any work-related purposes,
3 and if they did so it was purely for personal convenience rather than business necessity. Thus,
4 per XPDEL, no reimbursement is owed.

5 19. The claims under Labor Code sections 203 and 226 are derivative of the primary
6 unpaid wage claims, and accordingly are subject to the same risks and uncertainties plus
7 additional risks posed by the need to take into account the discretionary nature of such awards
8 and the “good faith” and other defenses available to Defendant. Thus, while these claims
9 largely are derivative of the unpaid wage claim, they also are subject to additional defenses.

10 20. As far as potential PAGA liability, the allegedly aggrieved employees theoretically
11 are entitled to penalties totaling around \$415,000 should Plaintiff prevail on all claims and
12 establish violations of the multiple Labor Code sections as to each and every pay period at issue.
13 As with the class claims, Plaintiff discounted the potential PAGA penalties based on Defendant’s
14 various defenses on the merits and also accounted for the Court’s wide discretion to reduce such
15 penalties, or to decline to award penalties at all. Accordingly, the Parties allocated \$16,000 to
16 PAGA penalties, and Plaintiff submits this amount is reasonable under the circumstances and in
17 line with comparable settlements in other wage and hour class actions in California. Additionally,
18 the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be
19 able to weigh in as necessary.

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

26 22. The settlement obviates the significant risk that this Court may find any kind of
27 class or representative resolution unachievable or deny certification of all or some of Plaintiff’s
28 claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims,

1 continued litigation would be lengthy and expensive as the parties pursued merits discovery, a
2 probable motion to decertify, as well as trial and possible appeals, and would further and
3 substantially delay any recovery by the class with no assurance of recovering significantly more
4 than the proposed settlement. While Plaintiff is confident in the merits of these claims,
5 legitimate controversies exist regarding each one of them. Plaintiff also recognizes proving the
6 amount of wages and penalties due each Class Member would be an expensive, time-
7 consuming, and uncertain proposition.

8 23. Plaintiff and I discounted the value of the class claims consistent with the risks
9 discussed above, and carefully weighed the likelihood of the class receiving substantially
10 greater benefit if the litigation continued. We concluded – in light of these very real and
11 substantial risks – settlement on the proposed terms and without prolonged and costly litigation
12 was in the best interests of the class, and the overall \$175,000 recovery represents a significant
13 percentage of Defendant’s potential exposure. Given these risks, a total recovery for the class of
14 \$175,000, which will result in average award of about \$172 per class member and a maximum
15 award of over \$1,750, is a significant result well within the range of reasonableness considering
16 all potential outcomes, and it will provide direct monetary awards to all Class Members without
17 further delay.

18 **PLAINTIFF’S ENHANCEMENT**

19 24. Here, the Settlement Agreement provides for an enhancement of up to
20 \$10,000.00 to Plaintiff. This request is reasonable given the risks he undertook on behalf of the
21 Class Members. By contacting and retaining counsel to pursue these claims, Plaintiff helped
22 make this settlement possible for the absent Class Members, while shouldering the risk of being
23 liable for Defendant’s litigation costs. Plaintiff also exposed himself to unwanted notoriety
24 related to filing a public lawsuit (discoverable even through a simple google search) for the
25 benefit of other employees, placing himself at risk of discrimination by future prospective
26 employers. As stated in his declaration filed at preliminary approval, among taking many other
27 actions assisting in the successful litigation of this case, Plaintiff provided substantial factual
28

1 information and documents to counsel, attended numerous meetings/phone conferences with
2 counsel to discuss the case, and kept abreast of all significant developments.

3 **SETTLEMENT ADMINISTRATION COSTS**

4 25. The settlement provides for a payment to Phoenix for its services as the
5 Settlement Administrator. As set forth in the Declaration of Lluvia Islas, Phoenix has
6 performed and will continue to perform its required duties through final distribution of the
7 settlement funds and incurred \$10,000 in fees and expenses. Accordingly, Plaintiff respectfully
8 requests the Court approve payment of \$10,000 to Phoenix from the GSA.

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

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

16 27. During the two plus years this matter has been pending, Crosner Legal's efforts
17 included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class,
18 including legal research, obtaining Plaintiff's employment records, research into similar claims
19 and claims against other employers in the same industry, and attempts to locate and contact
20 other employees of Defendants; (2) drafting a PAGA notice letter; (3) drafting the initial
21 complaint and related documents; (4) case management, including communications with
22 defense counsel, meeting and conferring/preparing case management statements, etc.;
23 (5) lengthy discussions with defense counsel regarding settlement/mediation and informal
24 discovery needed for meaningful settlement discussions; (6) engaging in substantial informal
25 discovery, including propounding informal discovery "requests" and reviewing documents and
26 other information produced; (7) drafting a mediation brief and accompanying damages model
27 after review and analysis of defendant's informal discovery production; (8) attending an all-day
28 mediation; (9) negotiating and drafting the settlement agreement and related documents;

(10) drafting the amended complaint; (11) drafting the motion for preliminary approval and supplemental papers re: changing the notice period; (12) administration of the settlement, communications with the Settlement Administrator and settlement class members; (13) drafting the motion for final approval and motion for attorney's fees, and attending the final approval hearing; and (14) extensive communications with the Plaintiff 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 to attend the final approval hearing and 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 graduate of Loyola Law School, Los Angeles, from which I received a *juris doctorate* degree in 2009. Prior to attending law school, I attended the University of Southern California, from which I received a *bachelors of science* in Business Administration in 2006.

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

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

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

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

- 1 b. *Lewis v. Express Messenger Systems*, Los Angeles Superior Court Case No.
2 BC501521 (class counsel for certified class of last-mile delivery drivers who were
3 alleged to be misclassified as independent contractors)
- 4 c. *Ramirez-Vivar v. Grifols Diagnostic Solutions, Inc., et al.*, Alameda County Superior
5 Court, Case No. RG21099519 (class counsel for certified classes of non-exempt
6 hourly employees who worked for Defendants in California)
- 7 d. *Jones v. LA Live*, Los Angeles County Case No. BC687908 (class counsel for
8 certified issue classes consisting of hourly employees who worked at Staples Center
9 and Nokia Theater)

10 32. The following is a representative sample of settlements in wage and hour class
11 action and PAGA representative cases in which I was listed as an attorney of record and either
12 managed, or co-managed with attorneys at my firm and other co-counsel:

- 13 e. *Cruz v. Walmart*, Los Angeles County Super. Ct. Case No. 18STCV03128 (\$15
14 million global PAGA settlement on behalf of hourly employees statewide for alleged
15 Labor Code violations.)
- 16 f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C
17 15-02051 (\$11 million global PAGA settlement on behalf of over 36,000 employees
18 for Labor Code violations.)
- 19 g. *Gross v. Sodexo*, Kern County Super Ct., Case No. BCV-18-101746 Capstone (\$4.75
20 million class and PAGA settlement on behalf of class of non-hourly employees for
21 Labor Code violations.)
- 22 h. *Campbell v. AEG* (\$1.8M class and PAGA settlement on behalf of group of hourly
23 employees who worked at concert venues in California for alleged Labor Code
24 violations)
- 25 i. *Fiebelkorn v. AEG*, et al. Los Angeles Superior Court Case No. BC717337 (\$1.75M
26 class settlement on behalf of group of hourly employees who worked at Oakland
27 Coliseum for alleged Labor Code violations)
- 28 j. *Amaro v. Anaheim Arena Management*, Orange County Superior Court Case No. 30-

- 2017-00917542 (\$2,212,500 class and PAGA settlement on behalf of group of hourly employees who worked at Honda center in Anaheim California for alleged Labor Code violations)
- k. *Espindola v. Panda Express*, San Bernardino Superior Court Case No. CIVDS1931455 (\$3.125M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)
- l. *Gold v. Benihana*, San Diego Court Superior Court Case No. 37-2016-00022320-CU-OE-NC (\$2.25M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)
- m. *Party City Wage and Hour Cases*, JCCP4781 (\$6.5M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)
- n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No. BC501521 (\$10.5M class and PAGA settlement on behalf of a statewide group of independent contractor last-mile delivery drivers alleged to be misclassified)
- o. *Flores v. Tesla*, Alameda County Superior Court Case No. RG18907072 (\$4M class and PAGA settlement on behalf of statewide group of hourly employees for alleged Labor Code violations)
- p. *Ruiz v. Disney Stores*, San Bernardino Superior Court Case No. CIVDS2016983 (\$2M class and PAGA settlement on behalf of statewide group of hourly employees who worked at retail stores in California for alleged Labor Code violations)
- q. *Ramirez v. Yin Management*, Sacramento County Superior Court Case No. 34-2021-00301530 (\$1.8M class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's McDonald's franchises in California for alleged Labor Code violations).
- r. *Suhartono v. RRG Besh*, Los Angeles County Superior Court Case No. 19STCV22184 (\$2.25 class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's McDonald's franchises in California for alleged Labor Code violations).

- 1 s. *Gomes v. Kura Sushi*, Los Angeles County Superior Court Case No. 19STCV18977
2 (\$1.75M class and PAGA settlement on behalf of statewide group of hourly
3 employees who worked at Defendant's restaurants in California for alleged Labor
4 Code violations)
- 5 t. *Saldana v. Hydrochem*, Contra Costa Superior Court Case No. CIVMSC19-02624
6 (\$1.38M class and PAGA settlement on behalf of statewide group of hourly
7 employees for alleged Labor Code violations).

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

- 10 u. *Lopez v. Seterus, et al.*, Los Angeles Superior Court Case No. BC484297 (\$3M Class
11 settlement on half of thousands of borrowers in California, Florida, and Texas for
12 UCL violations premised on improper late fee collections)
- 13 v. *McGill v. Citibank*, Riverside County Superior Court Case No. RIC 1109398 (in
14 landmark case that established the 'McGill rule' precluding the waiver of public
15 injunctive relief in pre-dispute arbitration agreements, negotiated confidential
16 settlement on behalf of consumer who sued for damages and class injunctive relief
17 stemming from marketing of credit protector plan)

18 34. Finally, I have been selected by my peers as a Super Lawyers 'Rising Star' every
19 year since 2016 through 2022, which is a recognition that is provided to only 2.5% of active
20 lawyers practicing within the State of California

21 35. Zach Crosner is a 2010 graduate of University San Diego School of Law, and has some
22 14 years of experience as a practicing attorney, all of which have focused on litigation of employment,
23 labor law, consumer, and class action claims. Following graduation, he immediately began working for a
24 nationally recognized plaintiff's complex litigation firm, CaseyGerry, where he had the fortune of
25 working directly with past presidents of the consumer attorneys and recipients of trial attorneys of the
26 year awards. He also worked for former CAALA and CLAY trial attorney of the year recipient, attorney
27 Conal Doyle, as his sole associate attorney. During his tenure at these firms, he focused on advocating
28 for the rights of consumers and employees in class action litigation, civil rights and employment

1 litigation, catastrophic injuries, insurance bad faith and appellate litigation.

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

8 37. Mr. Crosner currently is an executive board member of the Wage and Hour Committee
9 and the Legislative Committee for the California Employment Lawyers Association; a member of the
10 Grassroots Advocacy Team for the National Employment Lawyers Association; Wage and Hour
11 Committee member and Class Action Committee member for the National Trial Lawyers; a member of
12 the American Association for Justice; and member of the Pound Civil Justice Institute. He was selected
13 for 2018-20 by Super Lawyers as a “Southern California Rising Star” for employment and labor law.

14 38. Samantha A. Smith is a former Partner of Crosner Legal P.C. where her practice
15 focused on managing wage and hour class action and PAGA settlements. Ms. Smith was
16 admitted to the California Bar in December of 2004, and received a J.D. from University of
17 California, Hastings College of the Law and a B.A. from University of California, Davis. Ms.
18 Smith has dedicated her 20-year career to plaintiffs’-side class action litigation. Her wealth of
19 experience includes successful work on all stages of class action litigation, including class
20 action appeals, class certification motions, and class settlements. See, e.g., *Blue Diamond*
21 *Growers Product Labeling Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false
22 advertising of Blue Diamond food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050
23 (Santa Clara Superior Court) (employee data breach); *Overton v. Armour-Eckrich Meats, LLC*,
24 Case No. CIVDS1501325 (San Bernardino County Superior Court) (unpaid wages, meal period
25 and rest break claims, and PAGA violations for non-exempt employees); *DeLeon et al. v.*
26 *Westlake Services, LLC*, Case No. BC 526750 (Los Angeles County Superior Court) (unpaid
27 overtime, meal period and rest break claims for call center employees); *Sawyer v. Retail Data,*
28 *LLC*, Case No. 30-2014-00753767-CU-OE-CXC (Orange County Superior Court) (unpaid wage

1 and rest break claims for piece rate workers); *Nguyen v. Pharmerica Corporation et al.*, Case
2 No. 30-2014-00716072-CU-OE-CXC (Orange County Superior Court) (unpaid wages and
3 unreimbursed expenses for pharmacists); *Laumea v. Performance Food Group, Inc.*, Case No.
4 CIVDS1407509 (San Bernardino Superior Court) (unpaid wages, meal and rest break claims for
5 non-exempt employees); *Durroh v. East West Bank*, Case No. BC528860 (Los Angeles Superior
6 Court) (overtime claims for failure to include bonuses in regular rate of pay for bank workers);
7 *Gonzalez et al. v. SFFI Company, Inc. et al.*, Case No. CIVDS1504287 (San Bernardino
8 Superior Court) (unpaid wages, meal period and rest break claims for non-exempt employees).

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

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

20 41. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
21 action settlements while serving as lead class counsel in recent years, including but not limited to
22 a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
23 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
24 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
25 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
26 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)),
27 a \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises,*
28 *Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage

1 and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-
2 2160 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v.*
3 *Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15
4 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case
5 No. 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in
6 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara
7 Cty. Super Ct.); a \$2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al.*
8 *v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million
9 dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*,
10 Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class
11 action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty.
12 Super. Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v.*
13 *FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38
14 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*,
15 Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action
16 settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino
17 Cty. Super. Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo*
18 *Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million
19 wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*,
20 Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action
21 settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super.
22 Court); a \$1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case
23 No. 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class
24 settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super.
25 Ct); and a \$1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v.*
26 *Signature Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.).

27 42. Based upon the qualifications and experience set forth above, the following
28 hourly rates are reasonable for attorneys practicing in this area of the law in California: Zachary

1 M. Crosner \$800/hour, Brandon Brouillette \$750/hour, Samantha Smith \$750/hour, Kiara
2 Bramasco \$650/hour, J and Branden Hamilton \$600/hour.

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

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

28 45. After the analysis above, Crosner Legal’s lodestar is \$87,765 based on 119.2

1 attorney hours spent litigating this case through the filing of this motion. Further, we will
2 almost certainly spend additional time addressing providing supplemental briefing prior to the
3 hearing, addressing settlement administration matters, responding to class member questions,
4 etc.

5 46. As noted, Crosner Legal has represented Plaintiff for some two plus years with
6 respect to this matter and has expended a significant amount of time and resources in that
7 representation. The firm agreed to litigate this case on a purely contingent basis and in so doing
8 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is
9 the case with these cases in general. Under all relevant factors (as outlined herein and in the
10 accompanying memorandum), Plaintiff respectfully requests the Court award her counsel the
11 requested fees of \$58,333.33 based on the common fund theory with a corresponding lodestar
12 cross-check and no modifier.

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

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

1 and shortly before plaintiff's class certification motion was due, the defendant was taken over
2 by federal regulators. In each of these instances the plaintiff's firm received nothing despite the
3 investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket
4 costs.

5 49. Class Counsel's litigation costs and expenses are capped at \$15,000 under the
6 terms of Settlement Agreement. A true and correct itemization of the costs and expenses
7 incurred by my firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$3,4567.77
Mediation Fees	\$51,25.00
Expert Witness Fees	\$5,715.00
PAGA Filing Fee	\$75.00
Postage/Delivery	\$69.37
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$14,452.07

16 50. These costs and expenses all were necessary to the successful prosecution of the
17 case, and are reasonable in amount. I therefore respectfully request the Court approve payment
18 of \$14,522.07 in litigation costs and expenses to my Crosner Lega.

19 51. For all the foregoing reasons, I respectfully request that the Court approve the
20 settlement in all particulars.

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct. Executed this 14th day of May 2025, at Los Angeles, California.
23

24 
25 _____

26 Declarant

EXHIBIT

1

EXHIBIT

2

Arthur Quesada v. XPDEL Inc., et al.
(Alameda County Superior Court Case No. 23CV031688)

Crosner Legal Time Report

Tasks	Zachary Crosner	Brandon Brouillette	Kiara Bramasco	Branden Hamilton	Samantha Smith
Pre-filing Case Investigation	3.1	0.0	4.2	2.4	0.0
Pleadings and Law and Motion	2.8	0.0	0.0	4.6	0.0
Discovery and Post-Filing Investigation	2.2	1.5	0.0	0.0	4.0
Court Appearances	0.0	0.0	0.0	0.0	0.0
Case Management; Litigation Strategy & Analysis	4.7	5.2	0.0	0.0	10.6
Mediation and Settlement	2.5	36.5	0.0	6.2	28.7
Total Hours	15.3	43.2	4.2	13.2	43.3
Hourly Rate	\$800	\$750	\$650	\$600	\$750
Lodestar	\$12,240.00	\$32,400.00	\$2,730.00	\$7,920.00	32,475.00

Total Hours: 119.20
Total Lodestar: \$87,765.00