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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF KERN**

11
12 MICHAEL GOLDBERG, on behalf of the
State of California and all Aggrieved
13 Employees and Class Members,

14 Plaintiff,

15 v.

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17 GENERAL PRODUCTION SERVICE OF
CALIFORNIA, INC., a California
18 Corporation; and DOES 1-100, inclusive,

19 Defendants.
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Case No.: BCV-24-102628

Hon.: T. Mark Smith
Dept. T-2

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

Date: October 30, 2025
Time: 8:30 a.m.
Dept. T-2

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, P.C., counsel of record for Plaintiff Michael Goldberg in the
4 above-captioned matter. If called to testify as to the facts within, I would and could competently
5 do so.

6 **FACTUAL BACKGROUND AND PROCEDURAL POSTURE**

7 2. Defendant GPS provides various services to the oil industry throughout the San Joaquin
8 Valley, Ventura, and the Central Coast. Plaintiff Michael Goldberg (“Plaintiff”) worked for GPS for
9 only a short while from March 29, 2023 until he resigned the morning of May 9, 2023. Plaintiff’s
10 employment covered a four-week training period at Defendant’s training yard in Taft, California and
11 then a single day out in the oil field before he resigned.

12 3. Plaintiff alleged a number of wage and hour violations by Defendant. First, he
13 alleged Defendant’s failure to provide off-duty meal and rest breaks during the training portion of his
14 employment, and contended employees were not allowed to leave the employer’s premises while on
15 break. He also alleged Defendant failed to provide a third rest break for shifts greater than 10 hours, and
16 further failed to pay meal period premiums when employees worked shifts greater than 10 hours and did
17 not expressly agree to waive their right to a second meal period. He next argued Defendant’s wage
18 statements did not accurately list the employee’s total hours worked when vacation wages were paid and
19 inaccurately included vacation “hours” in the tabulation of total hours worked. Based on these
20 allegations, and after notice the LWDA and GPS, Plaintiff filed a class and PAGA representative action
21 complaint against Defendant on August 6, 2024, seeking damages and PAGA civil penalties for the
22 above-alleged Labor Code violations.

23 4. GPS has at all times denied Plaintiff’s allegations and maintained its meal and rest
24 break and payroll policies and procedures comply with California law, that it provided employees
25 with required meal and rest breaks or paid the required compensation for any documented
26 meal/rest violations. Additionally, GPS strongly contends the case cannot be maintained as a class
27 action, arguing for example that to the extent class members missed meal and/or rest breaks, or
28 that such breaks were non-compliant, it was intermittent and infrequent and evidence of such

missed breaks or phone use would be anecdotal, and therefore individualized issues would predominate. Lastly, GPS argued that a substantial number of putative class members signed valid and enforceable arbitration agreements with class action waivers, and accordingly would be unable to participate in a class action even if certification could be obtained.

5. Once the matter was at issue, the Parties began meeting and conferring regarding discovery, law and motion, and other case management issues, and ultimately agreed to attempt early mediation. The Parties also agreed on a protocol for an exchange of additional documents and information before the mediation to facilitate the settlement discussions. Consequently, Plaintiff's counsel reviewed payroll records, compensation plans, personnel policies/handbooks, meal and rest break policies, personnel files, and a random sampling of Class Member paystubs and time records. Defendant also provided data regarding the total number of putative class members, the estimated total amount of workweeks and pay periods they worked, average pay rates, and information regarding other non-hourly compensation, among other relevant data.

6. The Parties then engaged Kevin Barnes, Esq., a respected professional neutral with substantial wage and hour and class action experience. In February 2025, the Parties participated in a full day mediation with Mr. Barnes and ultimately reached agreement on all major issues.

THE PROPOSED SETTLEMENT TERMS

7. Under the settlement, GPS will pay \$650,000 into a common fund, the Gross Settlement Amount ("GSA"). Attorney's fees of up to \$216,666.67 (1/3 of the GSA), litigation costs of up to \$20,000 (only \$12,885.43 is requested), settlement administration costs of \$13,500, a service award to Plaintiff of no more than \$10,000, and PAGA civil penalties of \$40,000, all will be paid from the GSA. The balance of around \$356,947.91 will be allocated pro rata to the Class Members based on their weeks worked during the Class Period. No portion of the GSA will revert to GPS.

8. The settlement obligates GPS to pay \$650,000 to resolve the Settlement Class's claims, inclusive of attorney's fees and costs. At least \$356,947.91 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that does not require Participating Class Members to submit a claim form to receive their settlement share. Participating

1 Class Members will receive their settlement checks automatically via First Class U.S. Mail.
2 Fifteen percent of each settlement share will be allocated to wages and the remaining eighty-five
3 percent will be allocated to penalties and interest, which allocation is consistent with GPS's
4 potential liability. GPS will pay any and all applicable employer-side payroll taxes separately and
5 in addition to the GSA. Subject to the Court's approval, any amounts not claimed (because a
6 class member does not cash their settlement check) will be forwarded to the State Controller's
7 Unclaimed Property Fund.

8 9. Each Participating Class Member will receive a share of the Net Settlement
9 Amount based on his or her total weeks worked in California as a non-exempt employee during
10 the Class Period, and the settlement awards further will account for whether the individual signed
11 an arbitration agreement – members of the arbitration agreement subclass will receive a reduced
12 pro rata amount relative to the non-arbitration agreement subclass by a factor of fifty percent to
13 account for Defendant's contention that such individuals are excluded from participating in a class
14 action. Thus, each Class Member's Individual Settlement Payment will be calculated using
15 criteria typically used in determining appropriate amounts of unpaid wages, unpaid premium
16 wages for missed meal and rest breaks, and potential statutory penalties under applicable law, and
17 further will account for the arbitration issue. These methods are intended to ensure each Class
18 Member receives a settlement award corresponding to the relative value of their potential claims.
19 The proposed allocation provides a reasonable way to compensate Class Members based on the
20 amount of time they worked for GPS in California and the number of missed/non-compliant meal
21 breaks and/or rest breaks, inaccurate wage statements, etc.

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

27 11. As noted, the Parties allocated \$40,000 to resolution of Plaintiff's alleged claims
28 under PAGA, and I submit that amount is fair, reasonable, and adequate, and consistent with

1 PAGA's underlying purposes. Per PAGA, \$30,000 of that amount will go to the LWDA for the
2 State's share of the civil penalties, while the remaining \$10,000 will be distributed pro rata to
3 eligible Aggrieved Employees. Prior to filing this motion, my office provided notice of the
4 proposed settlement of the PAGA claims and the approval hearing to the LWDA. A true and
5 correct copy of the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

6 **The Proposed Settlement Meets the Dunk and Kullar Factors, is within the Range of**
7 **Reasonableness, and Should be Approved**

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

18 13. Using that data, Plaintiff ran various calculations and estimated GPS's likely
19 maximum exposure on the class claims at approximately \$15,633,150, including approximately
20 \$5,323,700 on the meal period claims, about \$5,323,700 on the rest period claims, around
21 \$2,241,650 on the wage statement claims, and \$2,444,100 on the waiting time penalty claims.
22 While Plaintiff's complaint alleges claims for unpaid wages, his investigation and discovery did
23 not suggest any potentially widespread violations for unpaid wages that could be addressed via a
24 class or representative action. Accordingly no value was attributed to those claims for purposes
25 of settlement.

26 14. On the meal and rest break claims, Plaintiff alleged multiple violations. First, he
27 argued that during four weeks of training to learn the technical and safety requirements of the
28 job, Defendant provided Plaintiff with a timely 30-minute meal period and two rest breaks for

1 shifts that were generally 8 hours long. However, Plaintiff alleges that per company policy he
2 and other trainees were not permitted to leave the premises for these meal and rest breaks and
3 Defendant failed to provide Plaintiff meal and rest period premiums to compensate for these
4 breaks during which Plaintiff and class members were not relieved from all duty. Unlike
5 working in an oil field, the training was not in a remote setting – it was in Taft with multiple
6 restaurants and gas stations nearby – and there were no practical limitations that would have
7 prevented employees from leaving the training site for a meal and rest break. Moreover,
8 Plaintiff argued the training would not satisfy the requirements for an on-duty meal period and,
9 regardless GPS did not require written on-duty meal period agreements as mandated by the
10 applicable Wage Order.

11 15. Next, Plaintiff alleged Defendant failed to provide employees with second breaks
12 when they worked greater than 10 hours and maintained a policy that entitlement to a second
13 meal break was “dependent upon their work schedule.” Further, there was no evidence that GPS
14 obtained blanket meal waivers from its employees as part of its onboarding process. Rather, its
15 meal policy provided that second meal breaks may be waived, in some circumstances, by the
16 mutual consent of GPS and the employee but must be disclosed on the time card. Thus, per
17 Plaintiff, under Defendant’s own policy an employee’s failure to state they waived a meal
18 period on the time card would invalidate any voluntary waiver argument made by Defendant.

19 16. In addition, Plaintiff argued Defendant maintained an unlawful rest period policy
20 that only provided employees with two 10-minute rest breaks per shift and did not provide for
21 the required third break on shifts of 10+ hours. Nothing in the policy indicated that employees
22 ever were entitled to or provided with more than two rest breaks if they work shifts more than
23 10 hours, all in violation of the Labor Code and Wage Orders.

24 17. In response, GPS argued its written meal and rest break policies are fully
25 compliant, and that it provided employees with the opportunity to receive all required breaks,
26 including second meal breaks and third breaks. On the second meal break claim, GPS also
27 argued employees regularly waived their second break, regardless of whether it was noted on a
28 time card or not, and that determining whether a waiver occurred would require innumerable

1 individualized inquiries that would render class certification impossible on that issue.
2 Defendant also argued were not subject to employee control while on a break, including during
3 their training period, and otherwise were permitted to leave the work premises as appropriate.
4 On the rest break issue, GPS also noted the applicable Wage Order provides that rest periods
5 “shall take place at employer designated areas, which may include or be limited to the
6 employees’ immediate work area.” Wage Order 16, § 11(A). Lastly, GPS maintained that, in
7 light of its compliant policies, whether a class member missed a meal period, received a late
8 meal period, or missed a rest break would have been aberrational and against company policy,
9 and accordingly these issues again would not be amenable to class or representative treatment
10 since their resolution would require individualized inquiries as to why a break was missed or
11 non-compliant.

12 18. On the inaccurate wage statement claim, Plaintiff contended Defendant issued
13 wage statements that failed to correctly list the total hours worked when vacation wages were
14 paid. For example, for pay date May 12, 2023, Plaintiff worked 11.75 hours and was paid out
15 3.08 hours of vested vacation time. However, the wage statement states an inaccurate total for
16 the total hours worked by Plaintiff, providing 14.83 total hours worked, presumably due to a
17 systematic error to include certain non-working hours, including vacation time as ‘hours
18 worked.’ Accordingly, per Plaintiff, each wage statement that included any vacation pay
19 automatically misstated the actual hours worked for that pay period, in violation of Labor Code
20 section 226 (a)(2).

21 19. The claims under Labor Code sections 203 and 226 also are derivative of the
22 primary claims for failure to pay premium wages for meal/rest break violations, and accordingly
23 are subject to the same risks and uncertainties plus additional risks posed by the need to take
24 into account the discretionary nature of such awards and the “good faith” and other defenses
25 available to Defendant. Thus, while these claims largely are derivative of the unpaid wage
26 claim, they also are subject to additional defenses.

27 20. As far as potential PAGA liability, the allegedly aggrieved employees theoretically
28 are entitled to penalties totaling around \$6 million in civil penalties should Plaintiff prevail on all

1 claims and establish violations of the multiple Labor Code sections as to each and every pay
2 period at issue. As with the class claims, Plaintiff discounted the potential PAGA penalties based
3 on Defendant's various defenses on the merits and also accounted for the Court's wide discretion
4 to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated
5 \$40,000 to PAGA penalties, and Plaintiff submits this amount is reasonable under the
6 circumstances and in line with comparable settlements in other wage and hour class actions in
7 California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the
8 settlement, and will be able to weigh in as necessary.

9 21. The settlement obviates the significant risk that this Court may find any kind of
10 class or representative resolution unachievable or deny certification of all or some of Plaintiff's
11 claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims,
12 continued litigation would be lengthy and expensive as the parties pursued merits discovery, a
13 probable motion to decertify, as well as trial and possible appeals, and would further and
14 substantially delay any recovery by the class with no assurance of recovering significantly more
15 than the proposed settlement. While Plaintiff is confident in the merits of these claims,
16 legitimate controversies exist regarding each one of them. Plaintiff also recognizes proving the
17 amount of wages and penalties due each Class Member would be an expensive, time-
18 consuming, and uncertain proposition.

19 22. Plaintiff and I discounted the value of the class claims consistent with the risks
20 discussed above, and carefully weighed the likelihood of the class receiving substantially
21 greater benefit if the litigation continued. We concluded – in light of these very real and
22 substantial risks – settlement on the proposed terms and without prolonged and costly litigation
23 was in the best interests of the class, and the overall \$650,000 recovery represents a significant
24 percentage of Defendant's potential exposure. Given these risks, a total recovery for the class of
25 \$650,000, which will result in average award of over \$410 per class member, is a significant
26 result well within the range of reasonableness considering all potential outcomes, and it will
27 provide direct monetary awards to all Class Members without further delay.
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1 did not negotiate the inclusion of attorney's fees until after extensive arms-length bargaining
2 regarding relief to the Class was completed.

3 26. As is fully detailed in the Brouillette Declaration, Class Counsel's efforts
4 included: [1] extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class,
5 including legal research, research into similar claims and claims against other employers in the
6 same industry, and attempts to locate and contact other employees of the Defendant; [2] drafting
7 a PAGA notice letter; [3] drafting the initial complaint and related documents; [4] case
8 management, including communications with defense counsel, meeting and
9 conferring/preparing case management statements, etc.; [5] lengthy discussions with defense
10 counsel regarding settlement/mediation and informal discovery needed for meaningful
11 settlement discussions; [6] engaging in substantial informal discovery, including propounding
12 informal discovery "requests" and reviewing documents and other information produced;
13 [7] working with a consulting expert on the analysis of Defendant's production; [8] drafting a
14 mediation brief and accompanying damages model after review and analysis of defendant's
15 formal and informal discovery production; [9] attending an all-day mediation; [10] negotiating
16 and drafting the settlement agreement and related documents; [11] drafting the motion for
17 preliminary approval, and attending the hearing; [12] administration of the settlement, including
18 communications with the Settlement Administrator and settlement class members; [13] drafting
19 the motion for final approval and attorney's fees, and attending the final approval hearing; and
20 [14] extensive communications with the Plaintiff regarding case status, case investigation and
21 document review, mediation, and settlement terms. A true and correct summary of Crosner
22 Legal's work performed and time expended is attached hereto as Exhibit 2. Additionally, we
23 will incur additional time following final approval to, inter alia, respond to class member
24 inquiries, attend to distribution of settlement funds, and on the compliance hearing.

25 27. I am a graduate of Loyola Law School, Los Angeles, from which I received a
26 *juris doctorate* degree in 2009. Prior to attending law school, I attended the University of
27 Southern California, from which I received a *bachelors of science* in Business Administration in
28 2006.

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

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

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

- 12 a. *Party City Wage and Hour Cases*, JCCP4781 (class counsel for certified class of
13 non-exempt hourly employees who worked for Defendants in California)
14 b. *Lewis v. Express Messenger Systems*, Los Angeles Superior Court Case No.
15 BC501521 (class counsel for certified class of last-mile delivery drivers who were
16 alleged to be misclassified as independent contractors)
17 c. *Ramirez-Vivar v. Grifols Diagnostic Solutions, Inc., et al.*, Alameda County Superior
18 Court, Case No. RG21099519 (class counsel for certified classes of non-exempt
19 hourly employees who worked for Defendants in California)
20 d. *Jones v. LA Live*, Los Angeles County Case No. BC687908 (class counsel for
21 certified issue classes consisting of hourly employees who worked at Staples Center
22 and Nokia Theater)

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

- 26 e. *Cruz v. Walmart*, Los Angeles County Super. Ct. Case No. 18STCV03128 (\$15
27 million global PAGA settlement on behalf of hourly employees statewide for alleged
28 Labor Code violations.)

- 1 f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C
2 15-02051 (\$11 million global PAGA settlement on behalf of over 36,000 employees
3 for Labor Code violations.)
- 4 g. *Gross v. Sodexo*, Kern County Super Ct., Case No. BCV-18-101746 Capstone (\$4.75
5 million class and PAGA settlement on behalf of class of non-hourly employees for
6 Labor Code violations.)
- 7 h. *Campbell v. AEG* (\$1.8M class and PAGA settlement on behalf of group of hourly
8 employees who worked at concert venues in California for alleged Labor Code
9 violations)
- 10 i. *Fiebelkorn v. AEG*, et al. Los Angeles Superior Court Case No. BC717337 (\$1.75M
11 class settlement on behalf of group of hourly employees who worked at Oakland
12 Coliseum for alleged Labor Code violations)
- 13 j. *Amaro v. Anaheim Arena Management*, Orange County Superior Court Case No. 30-
14 2017-00917542 (\$2,212,500 class and PAGA settlement on behalf of group of
15 hourly employees who worked at Honda center in Anaheim California for alleged
16 Labor Code violations)
- 17 k. *Espindola v. Panda Express*, San Bernardino Superior Court Case No.
18 CIVDS1931455 (\$3.125M class and PAGA settlement on behalf of hourly
19 employees statewide for alleged Labor Code violations)
- 20 l. *Gold v. Benihana*, San Diego Court Superior Court Case No. 37-2016-00022320-
21 CU-OE-NC (\$2.25M class and PAGA settlement on behalf of hourly employees
22 statewide for alleged Labor Code violations)
- 23 m. *Party City Wage and Hour Cases*, JCCP4781 (\$6.5M class and PAGA settlement on
24 behalf of hourly employees statewide for alleged Labor Code violations)
- 25 n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No.
26 BC501521 (\$10.5M class and PAGA settlement on behalf of a statewide group of
27 independent contractor last-mile delivery drivers alleged to be misclassified)
- 28 o. *Flores v. Tesla*, Alameda County Superior Court Case No. RG18907072 (\$4M class

1 and PAGA settlement on behalf of statewide group of hourly employees for alleged
2 Labor Code violations)

- 3 p. *Ruiz v. Disney Stores*, San Bernardino Superior Court Case No. CIVDS2016983
4 (\$2M class and PAGA settlement on behalf of statewide group of hourly employees
5 who worked at retail stores in California for alleged Labor Code violations)
- 6 q. *Ramirez v. Yin Management*, Sacramento County Superior Court Case No. 34-2021-
7 00301530 (\$1.8M class and PAGA settlement on behalf of statewide group of hourly
8 employees who worked at Defendant's McDonald's franchises in California for
9 alleged Labor Code violations).
- 10 r. *Suhartono v. RRG Besh*, Los Angeles County Superior Court Case No.
11 19STCV22184 (\$2.25 class and PAGA settlement on behalf of statewide group of
12 hourly employees who worked at Defendant's McDonald's franchises in California
13 for alleged Labor Code violations).
- 14 s. *Gomes v. Kura Sushi*, Los Angeles County Superior Court Case No. 19STCV18977
15 (\$1.75M class and PAGA settlement on behalf of statewide group of hourly
16 employees who worked at Defendant's restaurants in California for alleged Labor
17 Code violations)
- 18 t. *Saldana v. Hydrochem*, Contra Costa Superior Court Case No. CIVMSC19-02624
19 (\$1.38M class and PAGA settlement on behalf of statewide group of hourly
20 employees for alleged Labor Code violations).

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

- 23 u. *Lopez v. Seterus, et al.*, Los Angeles Superior Court Case No. BC484297 (\$3M Class
24 settlement on half of thousands of borrowers in California, Florida, and Texas for
25 UCL violations premised on improper late fee collections)
- 26 v. *McGill v. Citibank*, Riverside County Superior Court Case No. RIC 1109398 (in
27 landmark case that established the 'McGill rule' precluding the waiver of public
28 injunctive relief in pre-dispute arbitration agreements, negotiated confidential

1 settlement on behalf of consumer who sued for damages and class injunctive relief
2 stemming from marketing of credit protector plan)

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

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

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

23 36. Mr. Crosner currently is an executive board member of the Wage and Hour
24 Committee and the Legislative Committee for the California Employment Lawyers Association;
25 a member of the Grassroots Advocacy Team for the National Employment Lawyers Association;
26 Wage and Hour Committee member and Class Action Committee member for the National Trial
27 Lawyers; a member of the American Association for Justice; and a member of the Pound Civil
28 Justice Institute. He also was selected by Super Lawyers as a "Southern California Rising Star"

1 for employment and labor law for 2018-2023.

2 37. J. Kirk Donnelly is a 1989 graduate of the College of William and Mary, and a
3 1995 graduate *cum laude* of the University of San Diego School of Law, where he was selected
4 to the Order of the Coif and the Order of Barristers. Prior to 2003, he was a litigation associate
5 with Ross Dixon & Bell, LLP (now Troutman Pepper LLP), in Orange County, California,
6 where his practice focused on complex business, employment, and insurance coverage disputes.
7 In 2003, he became associated with Dostart Clapp & Coveney, LLP, then one of the premiere
8 plaintiffs' wage and hour class action firms in California. In 2008, he founded the Law Offices
9 of J. Kirk Donnelly, APC and, in January 2019, also became Of Counsel to Crosner Legal, P.C.
10 Since 2003, his practice has focused on representing plaintiffs in wage and hour and consumer
11 law matters, including both class actions and individual matters. He has served as class counsel
12 in over 60 wage and hour class actions.

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

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

25 40. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour
26 class action settlements while serving as lead class counsel in recent years, including but not
27 limited to a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail*
28 *North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour

1 class action settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34-
2 2016-00190252 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action
3 settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249
4 (Ventura Cty. Super. Ct.)), a \$1.8 million wage and hour class action settlement in 2018
5 (*Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings
6 Cty. Super Ct.)), a \$1.3 million wage and hour class action settlement in 2019 (*Means, et al. v.*
7 *AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a \$1.5 million wage and hour
8 settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-
9 14601 (San Diego Cty. Super. Ct.)), a \$1.15 million wage and hour class action settlement in
10 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25
11 million wage and hour class action settlement in 2020 in *Avina, et al. v. First Alarm Security &*
12 *Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a \$2.2 million wage and hour
13 class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.*, Case No.
14 LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage and hour settlement in
15 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San
16 Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action settlement in 2022
17 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a \$1.4
18 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain,*
19 *Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million wage and hour
20 class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.
21 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action
22 settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino
23 Cty. Super. Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v.*
24 *Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15
25 million wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation*
26 *Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and
27 hour class action settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los
28 Angeles Cty. Super. Court); a \$1.3 million wage and hour class action settlement in *Ellsworth,*

1 *et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million
2 wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los
3 Angeles Cty. Super. Ct.); a \$1.19 million dollar wage and hour class action settlement in 2024 in
4 *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super.
5 Ct.); a \$2.65 million wage and hour class action settlement in 2024 in *Shilevinatz v. Airport*
6 *Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super Ct.); a \$1 million
7 wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case No.
8 23CV025345 (Alameda Cty. Superior Ct); a \$3.9 million wage and hour class action settlement
9 in 2025 in *Bolanos et al. v. Newport Fab*, Case No. 30-2022-01280696-CU-OE-CXC (Orange
10 Cty. Super. Ct.); and a \$5,093,537.50 wage and hour class action settlement in 2025 in *Deaver,*
11 *et al. v Blue Diamond Growers*, Case No. 34-2022-00316490-CU-OE-GDS (Sacramento Cty.
12 Super. Ct.). and a \$5,600,000 wage and hour class action settlement in 2025 in *Goodwin et al. v*
13 *Save Mart*, Case No. STK-CV-UOE-2023-0002062 (San Joaquin Cty. Super. Ct.)

14 41. Based upon the qualifications and experience set forth above, the following hourly rates
15 are reasonable for attorneys practicing in this area of the law in California: Zachary M. Crosner
16 \$850/hour, Brandon Brouillette \$800/hour, J. Kirk Donnelly \$950/hour; Kiara Bramasco \$650/hour, and
17 Branden Hamilton \$600/hour.

18 42. Plaintiff requests the Court apply the above hourly billing rates in this case, as
19 these rates are reasonable in the California legal market for attorneys handling wage and hour
20 class actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-
21 side wage and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for
22 partner-level attorneys with experience comparable to mine and to that of my colleagues. These
23 rates have range from \$650 to \$850 per hour for calendar years 2017-2021. Some examples
24 include attorney Matthew Matern of Matern Law Group in Los Angeles, with approximately 26
25 years of experience \$850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with
26 approximately 25 years of experience \$850/hour (2021), Michael Malk of Malk APC in Los
27 Angeles, with approximately 16 years of experience \$650/hour (2018), Michael Singer and Isam
28 Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience

1 respectively, both \$825/hour (2018), Jason Ehrlich of McCormack & Ehrlich LLP in San
2 Francisco, with approximately 17 years of experience \$750/hour (2017), and James Kawahito of
3 Kawahito Law Group in Los Angeles, with approximately 16 years of experience \$750/hour
4 (2020).

5 43. The requested rates also comport with the adjusted Laffey Matrix, which
6 provides that reasonable hourly rates for attorneys with 20+ years of experience, such as Mr.
7 Donnelly is over \$1,000, and a reasonable rate for an attorney with 10+ years of experience,
8 such as myself and Mr. Crosner, is well over \$800. The adjusted Laffey Matrix may be found at
9 <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article, "Billable Hours
10 Aren't the Only Game in Town Anymore," NATIONAL LAW JOURNAL, which set forth the
11 following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading
12 firm in the defense of wage-and-hour class actions that I have opposed when litigating wage-
13 and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd
14 Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year -
15 \$455.36

16 44. After the analysis above, Crosner Legal's lodestar is \$143,947.50, based on
17 180.05 attorney hours spent litigating this case through the filing of this motion. Further, we
18 will almost certainly spend additional time addressing settlement administration matters,
19 responding to class member questions, etc. As noted, Crosner Legal has represented Plaintiff for
20 over two years with respect to this matter and has expended a significant amount of time and
21 resources in that representation. We agreed to litigate this case on a purely contingent basis and
22 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is
23 the case with these cases in general. Under all relevant factors (as outlined herein and in the
24 accompanying memorandum), Plaintiff respectfully requests the Court award his counsel the
25 requested fees of \$216,666.66 based on the common fund theory with a corresponding lodestar
26 cross-check with a modest enhancement of 1.50. Crosner Legal will not share any fees awarded
27 with any other attorney or firm.

28 45. This case posed considerable contingent risk, for the reasons addressed above; if

1 there had been recovery then my firm would not have received any fees for the time invested
2 litigating the case. Throughout the pendency of this case, Crosner Legal has received no
3 compensation or reimbursement for its efforts representing Plaintiff and the Class.

4 46. Crosner Legal assumes a great deal of contingent risk in every wage and hour
5 class action it undertakes. Attorneys at my firm have been involved in a number of cases where
6 plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs
7 with no return. For example, in a matter alleging misclassification on behalf of a putative class
8 of assistant managers at major restaurant chain, after three years of exceptionally adversarial
9 litigation and the investment of over 1,000 hours of attorney time and over \$100,000 in costs,
10 the trial court denied plaintiffs' motion for class certification. In another misclassification case
11 on behalf of assistant managers at large restaurant chain, the parties reached a settlement after
12 three years of litigation, secured preliminary approval and completed the notice process to the
13 settlement class, only to have the defendant file for bankruptcy a few days before the final
14 approval hearing. Lastly, in a matter against a large regional bank seeking expense
15 reimbursement of behalf of outside salespersons, after more than a year of combative litigation
16 and shortly before plaintiff's class certification motion was due, the defendant was taken over
17 by federal regulators. In each of these instances the plaintiff's firm received nothing despite the
18 investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket
19 costs.

20 47. Class Counsel's litigation costs and expenses are capped at \$20,000 under the
21 terms of Settlement Agreement. A true and correct itemization of the costs and expenses
22 incurred by Crosner Legal is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$1,937.75
Mediation Fees	\$7,500.00
Expert Fees	\$3,315.00
Postage/Overnight/Fax	\$57.68
PAGA Filing Fee	\$75.00
Total Costs and Expenses	\$12,885.43

48. All of these costs were necessary for the successful litigation of the case and are reasonable in amount. I respectfully request the Court approve reimbursement of Crosner Legal's litigation costs and expenses in the amount of \$12,885.43.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 7th day of October 2025, at Los Angeles, California.


Declarant

EXHIBIT

1

**Michael Goldberg v. General Production Service of California, Inc.
(Kern County Superior Court Case No. BCV-24-102628)**

Crosner Legal Time Report

Tasks	Zachary Crosner	Branden Hamilton	Brandon Brouillette	Kiara Bramasco	Kirk Donnelly
Pre-filing Case Investigation	3.2	5.9		5.35	0.0
Pleadings and Law and Motion	4.1	6.4		0.3	9.3
Discovery and Post-Filing Investigation	6.5	0.0	18.5	0.0	0.0
Court Appearances	0.0	0.0	3.0	0.0	1.0
Case Management; Litigation Strategy & Analysis	12.1	0.0	41.4	0.0	0.0
Mediation and Settlement	7.4		55.6	0.0	0.0
Total Hours	33.3	12.3	118.5	5.65	10.3
Hourly Rate	\$850	\$600	\$800	\$650	\$950
Lodestar	\$28,305.00	\$7,380.00	\$94,800.00	\$3,672.50	\$9,785.00

Total Hours: 180.05
Total Lodestar: \$143,947.50

EXHIBIT

2