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As an individual and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

AZIEL JOEY GOMEZ PEREZ, as an individual and on behalf of all others similarly situated, Plaintiff, v. QANTAS AIRWAYS LIMITED, an Australian corporation; and DOES 1-100, inclusive, Defendants.	Case No.: 23STCV18974 **Assigned for All Purposes to:** **Hon. Stuart M. Rice** **Dept. SSC-1** **DECLARATION OF SEPIDEH ARDESTANI IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS** **Date: October 29, 2025** **Time: 10:30 a.m.** **Dept.: SSC-1**

I, SEPIDEH ARDESTANI, declare as follows:

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

BACKGROUND/LITIGATION HISTORY

2. Defendant is the well-known national flag-carrier airline of Australia, and has operations in California at both LAX and SFO airports. Plaintiff Perez worked for Qantas at LAX as an hourly-paid Aircraft Maintenance Engineer from approximately February 2019 through September 2021.

3. On August 9, 2023, on behalf of himself and a putative class of similarly situated non-exempt employees in California, Mr. Gomez filed a complaint in the Los Angeles Superior Court against Qantas alleging various Labor Code violations. Qantas removed the case to federal court on October 12, 2023, and Plaintiff's motion for remand was denied. The Parties subsequently agreed to private mediation and stipulated to dismiss the federal case pending the outcome of the mediation. On June 25, 2024, the Parties mediated with Henry Bongiovi, Esq., a respected wage and hour class action mediator. The mediation lasted a full day and the Parties reached agreement on all major issues. Further, as part of the tentative settlement, the Parties agreed Plaintiff would file an amended complaint in this matter for purposes of seeking court approval. Consequently, Plaintiff filed a First Amended Complaint on October 17, 2024.

TERMS OF THE PROPOSED SETTLEMENT

4. Under the settlement, Qantas will pay $1,300,000.00 into a common fund, the Gross Settlement Amount. Reasonable attorney's fees of up to $433,333.33 (1/3 of the GSA), litigation costs of up to $20,000 (only $13,483.47 is requested), an enhancement award to Plaintiff of up to $10,000, settlement administration costs of $6,000, and $100,000 for civil penalties under PAGA (of which 75%, or $75,000, will go to the Labor & Workforce Development Agency, and 25%, or $25,000 will go to the Aggrieved Employees) all will be paid from the Gross Settlement Amount. The remainder of approximately $737,183 will be allocated among the Participating Class Members

based on their total pay periods worked during the Class Period. No portion of the Gross Settlement Amount will revert to Qantas.

5. This is a cash settlement that does not require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Forty percent of each settlement share will be allocated to wages and the remaining sixty percent will be allocated to penalties and interest. Qantas will pay any and all applicable employer-side payroll taxes separately and in addition to the Gross Settlement Amount. Subject to the Court's approval, any amounts not claimed (because a class member does not cash his or her settlement check) will be forwarded to the State Controller's Unclaimed Property Fund.

6. Each Participating Class Member will receive a share of the Net Settlement Amount based on his or her total weeks worked for Qantas 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 unpaid wages, 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 Qantas 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 off the clock work.

7. All Participating Class Members will release Qantas from all claims alleged in the operative complaint, or that could have been brought based on the factual allegations in the operative complaint during the Class Period. Plaintiffs and the LWDA will release those PAGA claims alleged in the PAGA notice to the extent alleged in the operative complaint. The Class and PAGA releases are limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the operative complaint, and the PAGA notice for the PAGA claims. Only Plaintiff is entering into a waiver of Civil Code section 1542.

8. As noted, the Parties allocated $100,000 from the GSA to resolution of Plaintiff's alleged claims for PAGA civil penalties, and Plaintiff submits that amount is fair, adequate and reasonable, and furthers PAGA's underlying purposes. As required by Labor Code section 2699(*l*)(2), my office gave notice of the settlement and the final approval hearing to the LWDA via its online portal. A true and correct copy of the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

The Settlement is Fair and Reasonable Based on the Strengths of Plaintiff's Case and the Risks and Costs of Further Litigation

9. Prior to mediation, the parties engaged in both formal and informal discovery to facilitate settlement discussions. As a result, we reviewed documents and information regarding Qantas's payroll practices, a representative sampling of pay stubs and time records for about 25% of the class members, applicable compensation plans, meal and rest break policies, etc., and information from Defendant regarding class size and breakdown, number of work weeks/pay periods, average rates of pay, and other information used to formulate a damages model. We then had that information reviewed with the assistance of a consulting expert. I am confident we 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.

10. Plaintiff first asserted Defendant failed to pay for all hours worked and the he and the Class Members regularly had to work "off the clock," which time was neither accounted nor paid for. Here, Plaintiff alleged Qantas's policy/practice was to discourage overtime and require class members to record time according to scheduled shifts rather than actual hours worked, despite the fact that class members were allegedly pressured to work more hours in order to meet operational needs, which revolved around timely servicing aircraft as they arrived and not keep them waiting, which would interrupt airport operations. Plaintiff alleged that Qantas failed to coordinate shift start times with the actual arrival of aircraft or accommodate unanticipated arrivals or delays, and as a result, that class members frequently had to perform off the clock work before or after their scheduled work times in order to meet operational needs, including to ensure the next crew was on time and/or ready to meet arriving aircraft. For the same reason, Plaintiff alleges he and class

members also sometimes had to work during all or some of their lunch breaks in the rush to service aircraft, which time also was not paid for.

11. Plaintiff further contended Defendant failed to pay all overtime wages due by operating under an Alternative Workweek Schedule but nevertheless allegedly failing to fully comply with all requirements necessary for a valid AWS. In particular, based solely on Plaintiff's factual assumptions, Plaintiff contended that Plaintiff's experts' review of the time and pay records produced suggested that Qantas did not always pay the required overtime premiums when class members either worked less than 10 hours on a shift or when they worked over 10 hours on a shift. Without considering any of Defendant's defenses to certification or on the merits, and based on Plaintiff's factual assumptions, Plaintiff's expert calculated Defendant's maximum exposure for this claim as about $485,000 on the off the clock claim (based on two hours of OTC work each week) and about $1,954,000 in unpaid overtime premiums on the improperly implemented AWS claim.

12. Plaintiff also contended Defendant failed to provide legally compliant meal and rest breaks. Specifically, as addressed above, Plaintiff argued the volume of work Defendant imposed in order to meet operational demands made it difficult if not impossible for the class members to take all required meal and breaks, and further made it difficult to take breaks on a fully compliant basis even when they were able to take one at all. Plaintiff alleged meal breaks frequently started late or were cut short due to the need to service aircraft in time to meet schedules and avoid impacting airport operations with delays. Similarly, Plaintiff contended rest breaks did not always occur or only lasted 5 or so minutes for the same reasons. Finally, Plaintiff argued that even when breaks were taken, employees still had to monitor their personal cell phones in case they were called back to work to deal with some issue in working on the aircraft. According to Plaintiff's experts' analysis of the time data provided, based solely on Plaintiff's factual assumptions, there was about a 71% unique violation rate for meal periods, primarily based on untimely meal periods.

13. Defendant denies Plaintiff's contentions and contends it made meal and rest breaks available to Class Members in compliance with California law. Defendant also contends its meal and rest break policies are lawful and that Class Members were frequently reminded via training and supervisors, that they were required to take all meal and rest breaks. Defendant asserts its time

records demonstrate that Class Members took duty-free, timely meal and rest breaks. Defendant contends its meal and rest break policies and practices comported with the flexibility the *Brinker* court held was integral to California's meal and rest period requirements. Finally, Defendant argues that Plaintiff's meal and rest break claims are not susceptible to common proof, as the claims would require individualized inquiry, including whether there was an unlawful companywide policy, whether employees had the opportunity to take meal and rest periods, whether they voluntarily chose to forego their meal and rest periods, and whether Defendant ever prevented them from taking meal and rest periods. Accordingly, Defendant argues these claims are vulnerable to a ruling that class treatment is not appropriate. Without taking into consideration any of Defendant's defenses to certification or on the merits, and based solely on Plaintiff's factual assumptions, Plaintiff calculated Defendant's maximum exposure for the meal break claim at about $2,619,890 and the exposure on the rest break claims as approximately $3,742,000.

14. Plaintiff also alleged Defendant required Plaintiff and the Class Members to use their personal cell phones for work related purposes, as noted above, primarily for communicating with supervisors during a shift regarding needed work on the aircraft. However, according to Plaintiff, Defendant failed to reimburse employees for the use of their personal cell phones On the other hand, Defendant argued there was no reason for employees to use their own phones while working, and any other use was purely for personal preference and therefore not reimbursable. Without taking into consideration any of Defendant's defenses to certification or on the merits, and based solely on Plaintiff's factual assumptions, Plaintiff calculated Defendant's maximum exposure for expense reimbursement as about $141,750.

15. Plaintiff's claims for inaccurate wage statements and waiting time penalties are derivative of the unpaid wage claims. Should those claims fail, Plaintiff's claim for inaccurate wage statements and waiting time penalties would also fail. Defendant also contends it would not be liable for waiting time penalties because a "good faith dispute" exists over the payment of past wages. Further, Defendant argues Plaintiff would have to prove that Defendant "willfully" failed to pay Class Members appropriate wages due upon separation of employment, and that any failure to pay wages upon separation was not willful. Without taking into consideration any of Defendant's

defenses to certification or on the merits, and based solely on Plaintiff's factual assumptions, Plaintiff calculated Defendant's maximum exposure for wage statement penalties as $587,400 and waiting time penalties as $2,391,600.

16. As far as potential PAGA liability, based on Plaintiff's factual assumptions, the theoretical civil penalties likely exceed $4.2 million should Plaintiff prevail on all claims and establish violations of the multiple Labor Code sections at issue. As with the class claims, Plaintiff discounted the potential PAGA penalties based on Defendant'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. Plaintiff submits this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

17. While Plaintiff and I are confident in the merits of Plaintiff's claims, a legitimate controversy exists as to each cause of action. We also recognized that proving the amount of wages due to each Class Member would be an expensive, time-consuming, and uncertain proposition. The settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Settlement Class Members.

18. Thus, Plaintiff and I discounted the value of the class claims consistent with the risks discussed above. We carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued, and concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall $1,300,000 recovery represents a significant percentage of Defendant's potential exposure and, given Defendant's multi-layered defenses and all other potential risks of continued litigation, a total recovery for the class of $1,300,000, which will result in average award of over $1,900 per class member, plus additional sums under PAGA, is a significant result well

within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

PLAINTIFF'S ENHANCEMENT AWARD

19. Pursuant to the terms of the settlement, Plaintiff seeks a modest incentive award of $10,000 for his service in bringing these claims on behalf of the Class. The request is reasonable given the risks he undertook on behalf of the Class Members, and by contacting and retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendant's litigation costs. Plaintiff also exposed himself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing himself at risk of discrimination by future prospective employers. As set forth in more detail in his declaration filed at preliminary approval, among taking many other actions assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments. Accordingly, the requested enhancement payments to Plaintiff is appropriate and justified as part of the settlement.

SETTLEMENT ADMINISTRATION COSTS

20. The settlement provides for a payment to Simpluris for its services as the Settlement Administrator. As set forth in the Declaration of Bentley Conn, Simpluris has performed and will continue to perform its required duties through final distribution of the settlement funds and incurred $6,000 in fees and expenses. Plaintiff accordingly requests the Court approve payment of $6,000 to Simpluris from the GSA.

ATTORNEY'S FEES AND COSTS

21. As addressed in detail above, at the time the parties reached the tentative settlement success for Plaintiff and the putative class was far from certain. Plaintiff faced a real risk that some or all the claims would not be certified for class treatment, as Defendant had strong arguments that its compensation policies were legal and properly compensated the class

members. Even if Plaintiff certified some or all of the claims and ultimately prevailed on the merits, it undoubtedly would have taken several years to realize any recovery while they pursued class certification, trial, and an almost certain appeal. 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.

22. Over the two and a half years this matter has been pending, Crosner Legal's efforts included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal research, research into similar claims and claims against other employers in the same industry, and attempts to locate and contact other 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) addressing the removal to federal court; (6) securing remand of the case to state court; (7) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (8) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (9) working with a consulting expert on the analysis of Defendant's production; (10) drafting a mediation brief and accompanying damages model after review and analysis of defendant's formal and informal discovery production; (11) attending an all-day mediation; (12) negotiating and drafting the settlement agreement and related documents; (13) drafting the motion for preliminary approval, and attending the hearing; (14) administration of the settlement, including communications with the Settlement Administrator and settlement class members; (15) drafting the motion for final approval and attorney's fees, and attending the final approval hearing; and (16) 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, we 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.

23. I graduated from the University of California, Los Angeles in 2004 with a bachelor's in science, obtained my J.D. from Whittier Law School in 2009, and earned a masters in law from Santa Clara University School of Law in 2010. I have been a member of the California Bar since 2010 and have extensive experience in employment matters, including wage and hour litigation. I worked as a wage and hour class action attorney at Gaines & Gaines, APLC from 2012 through 2021 and, prior to joining Gaines & Gaines I worked at Sirkin Law Group as a litigation associate from 2010-2012. I joined Crosner Legal in December 2021 and I am a Partner. I have solely handled employment, wage and hour class actions, and PAGA lawsuits for some 13 years. I was selected for 2020-2021 by Super Lawyers as a "Southern California Rising Star" for employment and labor law.

24. Zach Crosner is a 2010 graduate of University San Diego School of Law and he has approximately thirteen years of experience as a practicing attorney. For nearly his entire career, his practice has focused on litigation of wage & hour, consumer, and privacy class action and representative action claims. Following graduation he immediately began working for a nationally recognized plaintiff's complex litigation firm, CaseyGerry, where he worked directly with past presidents of the consumer attorneys and recipients of trial attorneys of the year awards. He also worked for other firms that included former CAALA and CLAY trial attorney of the year recipients. While with these firms, he advocated for the rights of consumers and employees in class action litigation, civil rights and employment litigation, catastrophic injuries, insurance bad faith and appellate litigation.

25. In 2013, he founded the law firm of Crosner Legal, P.C. which since its inception has focused almost exclusively on plaintiff-side class actions lawsuits representing employees, consumers and other victims. Currently, over ninety percent (95%) of his practice is dedicated exclusively to the prosecution of class actions and representative action lawsuits, and his law firm is currently responsible as lead counsel or co-lead counsel for prosecuting over one hundred (100) active wage and hour class actions and/or PAGA representative actions, as well as a multitude of consumer and privacy class actions, in both federal and state courts throughout California. He has been a direct participant in over one hundred (100) class action and/or representative action settlements where he has been approved as adequate lead counsel.

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

27. 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 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 counsel in over 60 wage and hour class actions.

28. 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.

29. 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.

30. Jamie Serb is a partner with Crosner Legal and head of the firm's Wage and Hour practice group. She graduated from the University of California, San Diego in 2004, graduated from California Western School of Law in 2013, and has been a member of the California Bar since 2013. She 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). She has handled wage and hour class actions and PAGA lawsuits for nearly ten years and has assisted in obtaining millions of dollars for employees during her years of practice.

31. Karen Wallace was a Senior Associate at Crosner Legal from July 2023 to August 2024, during which she spent significant time dedicated to the litigation of this case. During her employment with Crosner Legal, Ms. Wallace exclusively handled a wage and hour class and PAGA cases. She earned her Bachelor's degree from U.C. Berkeley, her PhD from UCLA, and her J.D. from Southwestern Law School. Ms. Wallace was admitted to the California State Bar in December 2010 and has since spent almost a decade of her legal career litigating wage and hour class and PAGA actions at Capstone Law, APC, Matern Law Group, PC and at Crosner Legal.

32. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class action settlements while serving as lead class counsel in recent years, including but not limited to a $1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a $4.1 million wage and hour class action settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento

Cty. Super Ct.)); a $1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a $1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a $1.3 million wage and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a $1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.), a $1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a $7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a $2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.,* Case No. LS029737 (Los Angeles Cty. Super. Ct.));.a $2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a $1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a $1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a $2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a $2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super. Ct.); $1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a $1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a $1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a $1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super. Court); a $1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a $1.19

million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a $2.65 million wage and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super Ct.); a $1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct); a $3.9 million wage and hour class action settlement in 2025 in *Bolanos et al. v. Newport Fab*, Case No. 30-2022-01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a $5,093,537.50 wage and hour class action settlement in 2025 in *Deaver, et al. v Blue Diamond Growers*, Case No. 34-2022-00316490-CU-OE-GDS (Sacramento Cty. Super. Ct.).

33. Based upon the qualifications and experience set forth above, the following hourly rates are reasonable for attorneys practicing in this area of the law in California: Zachary M. Crosner $850/hour, Jamie Serb and Sepideh Ardestani $800/hour, Karen Wallace $700/hour, J. Kirk Donnelly $950/hour; Kiara Bramasco $650/hour, and Branden Hamilton $600/hour.

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

35. The requested rates also comport with the adjusted Laffey Matrix, which provides

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

36. After the analysis above, Crosner Legal's lodestar is $279,670, based on 369.0 attorney hours spent litigating this case through the filing of this motion. Further, we will almost certainly spend additional time addressing settlement administration matters, responding to class member questions, etc. As noted, Crosner Legal has represented Plaintiff for over two years with respect to this matter and has expended a significant amount of time and resources in that representation. We agreed to litigate this case on a purely contingent basis and assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with these cases in general. Under all relevant factors (as outlined herein and in the accompanying memorandum), Plaintiff respectfully requests the Court award her counsel the requested fees of $433,333.33 based on the common fund theory with a corresponding lodestar cross-check with a modest enhancement of 1.55. Crosner Legal will not share any fees awarded with any other attorney or firm.

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

38. Crosner Legal assumes a great deal of contingent risk in every wage and hour class action it undertakes. Attorneys at my firm have been involved in a number of cases where plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with

no return. For example, in a matter alleging misclassification on behalf of a putative class of assistant managers at major restaurant chain, after three years of exceptionally adversarial litigation and the investment of over 1,000 hours of attorney time and over $100,000 in costs, the trial court denied plaintiffs' motion for class certification. In another misclassification case on behalf of assistant managers at large restaurant chain, the parties reached a settlement after three years of litigation, secured preliminary approval and completed the notice process to the settlement class, only to have the defendant file for bankruptcy a few days before the final approval hearing. Lastly, in a matter against a large regional bank seeking expense reimbursement of behalf of outside salespersons, after more than a year of combative litigation and shortly before plaintiff's class certification motion was due, the defendant was taken over by federal regulators. In each of these instances the plaintiff's firm received nothing despite the investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

39. Class Counsel's litigation costs and expenses are capped at $20,000 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	$2,052.85
Mediation Fees	$7,000.00
Expert Fees	$4,320.00
Postage/Overnight/Fax	$35.62
PAGA Filing Fee	$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	$13,483.47

40. 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 $13,483.47.

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41. 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 30th day of September 2025, at Los Angeles, California.

Declarant

EXHIBIT
1

EXHIBIT
2

Perez v. Qantas Airways Limited
(Los Angeles County Superior Court Case No. 23STCV18974)

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Sepideh Ardestani	Kiara Bramasco	Branden Hamilton	J. Kiirk Donnelly	Karen Wallace
Pre-filing Case Investigation	4.2	0.0	0.0	4.9	3.3	0.0	0.0
Pleadings and Law and Motion	3.3	3.7	0.0	1.2	5.4	12.3	6.8
Discovery and Post-Filing Investigation	3.1	0.0	0.0	0.0	0.0	0.0	30.8
Court Appearances	0.0	0.0	1.2	0.0	0.0	1.0	3.6
Case Management; Litigation Strategy & Analysis	15.6	65.5	32.5	0.0	0.0	0.7	91.5
Mediation and Settlement	8.3	28.7	14.5	0.0	7.4	0.0	19.5
Total Hours	34.5	97.9	48.2	6.1	16.1	14.0	152.2
Hourly Rate	$850	$800	$800	$650	$600	$950	$700
Lodestar	**$29,325.00**	**$78,320.00**	**$38,560.00**	**$3,965.00**	**$9,660.00**	**$13,300.00**	**$106,540.00**

Total Hours: 369.0
Total Lodestar: $279,670.00