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the Proposed Class
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JOSE L. DIAZ, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION
CORPORATION, et al,

Defendants.

Lead Case No.: CIVDS1920120

Consolidated with:

Santa Barbara County Case No. 19CV04466
Los Angeles County Case No. 20STCV03328
Los Angeles County Case No. 20STCV12806

CONSOLIDATED CLASS ACTION

**DECLARATION OF MARCUS J. BRADLEY
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: August 10, 2021

Time: 10:00 a.m.

Dept.: S26

KRYSTLE SHAY, et al.

Plaintiffs,

v.

SANTA BARBARA TRANSPORTATION, et al

Defendants.

Santa Barbara County Superior Court
Case No.: 19CV0446

1 DEIDRE R. CHILDRESS, et al.

2 Plaintiffs,

3 v.

4 SANTA BARBARA TRANSPORTATION, et al.

5 Defendants.

Los Angeles County Superior Court
Case No. 20STCV03328

6 DEIDRE R. CHILDRESS, et al.

7 Plaintiffs,

8 v.

9 SANTA BARBARA TRANSPORTATION
10 CORPORATION, et al.,

11 Defendants.

Los Angeles County Superior Court
Case No. 20STCV12806

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Attorneys for Plaintiff DEIDRE R. CHILDRESS

DECLARATION OF MARCUS J. BRADLEY

I, Marcus J. Bradley hereby declare as follows:

1. I am an attorney at law duly licensed to practice law before all of the courts of the State of California, and most of the district courts within the Ninth Circuit. I am a partner in the law firm of Bradley/Grombacher LLP counsel for Jose L. Diaz, one of the three plaintiffs including Krystle Shay and Deidre Childress, that have brought an action against Defendant as set forth more fully below. In my capacity as counsel, I have been actively involved with all aspects of this litigation. Accordingly, I have personal knowledge of all the matters set forth herein, and if called, I could and would competently testify to the following:

2. This Declaration is submitted in support of the Motion for Final Approval of Class and Representative Action Settlement, and the orders sought therein.

3. I have been actively engaged in this litigation since approximately June 2019 and during that time, I have supervised the activities of the attorneys, paralegals and support staff; all directed to the preparation of this case for both certification, and ultimately liability presentations. I, along with Kiley Grombacher, and attorneys at Bradley/Grombacher have worked closely on behalf of the class.

4. In relation to the previously granted Motion for Preliminary Approval of the subject settlement, I offered a full and complete declaration setting forth both my personal experience and my firm's extensive experience and success in class action and employment litigation. In addition, said declaration also set forth in great detail the procedural, motion, and litigation history of this action. Rather than repeat all this information at length herein, I respectfully refer this Court to my prior Declaration.

5. The allegations in the Consolidated Complaint and litigation history are amply described in the motion filed contemporaneously herewith and will not be re-stated herein.

6. Based upon the terms of the Settlement, Plaintiffs' Counsel may collectively apply to the Court for an award of attorneys' fees up to \$1,050,000.00 (*i.e.*, 35% of the Gross Settlement Amount (GSA), all of which will be paid out by Defendant).

7. The Parties were represented by experienced class action counsel throughout the negotiations resulting in this Settlement. Class Counsel employ seasoned class action attorneys who

1 regularly litigate wage and hour claims through certification and on the merits, and have considerable
2 experience settling wage and hour class actions.

3 8. I have practiced law since 1994. In 2000, I joined Mazursky, Schwartz & Angelo as an
4 associate and became a partner in January, 2005 at which time the firm was renamed Schwartz, Daniels &
5 Bradley. I remained as a partner until the dissolution of the firm effective December 31, 2008. In January
6 2009, I became a partner with the law firm of Marlin & Saltzman. On September 1, 2016, I formed
7 Bradley/Grombacher LLP. I personally, have been appointed as lead counsel or co-lead counsel on
8 numerous occasions, and we litigate vigorously on behalf of the classes that we represent. A further view
9 of our firm can be had at our firm website, at www.bradleygrombacher.com.

10 9. As lead counsel, I personally was involved in all major facets of the litigation over the
11 entire litigation. I and my partner Kiley Grombacher and our former associate Taylor Emerson played a
12 lead role in investigating claims on behalf of the non-exempt employees, crafting the pleadings,
13 conducting written discovery, taking and defending depositions, communicating with Class Members, and
14 preparing motions as they related to the case. In addition, I participated in all the mediation and settlement
15 negotiations leading to the pending Settlement.

16 10. I have been responsible for all facets of class action employment and other complex
17 litigation, from pre-filing investigation through trial and appeal. Since approximately May, 2000, I have
18 spent most of my time representing workers in wage and hour matters. I have litigated these issues in
19 class actions to favorable statewide settlements that have recouped over \$750,000,000.00 in unpaid wages,
20 including the following:

21 a. *Gutierrez v. State Farm Mutual*, Los Angeles Superior Court (BC236552). Class
22 action mis-classification case seeking overtime compensation for approximately 2,600 insurance claims
23 adjusters employed by State Farm. The Class was certified and summary adjudication was granted as to
24 liability in favor of the Class. The case settled for \$135 million just prior to trial, with Final Approval
25 granted and no objections filed. A fee of 33.3% of the fund was awarded by the Honorable Anthony
26 Mohr.

27 b. *Bednar v. Allstate Insurance Company*, Los Angeles Superior Court (BC240813).

1 Class action mis-classification case seeking overtime compensation for approximately 1,200 insurance
2 claims adjusters employed by Allstate. The Class was certified and summary adjudication was granted as
3 to liability in favor of the Class. The case settled for \$120 million just prior to trial, with Final Approval
4 granted and no objections filed. A fee of 33.3% of the fund was awarded.

5 c. *Roberts v. Coast National Insurance*, Orange County Superior Court (01CC08478).
6 Class action mis-classification case seeking overtime compensation for insurance claims adjusters
7 employed by Coast National Insurance. Certification granted, and then the matter was tried to a binding
8 arbitrator. Case settled during the arbitration for in excess of \$18 million. A fee of 33.3% of the fund was
9 awarded by the Hon. Steven Sunvold (Ret.).

10 d. *CNA Class Action Litigation*, Los Angeles Superior Court Class (JCCP 4230).
11 Class action mis-classification case seeking overtime compensation for insurance claims adjusters
12 employed by Defendant. Case settled for \$33 million, with Final Approval granted and no objections
13 filed. A fee of 33.3% of the fund was awarded by the Hon. Victoria Cheney.

14 e. *Dotson v. Royal SunAlliance*, Orange County Superior Court (02CC01787). Class
15 action mis-classification case seeking overtime compensation for insurance claims adjusters employed by
16 Royal SunAlliance. Case settled for \$12.3 million, with Final Approval granted and no objections filed.
17 A fee of 33.3% of the fund was awarded.

18 f. *Parris v. Lowe's Home Improvement*, venued in the Los Angeles Superior Court.
19 Class action seeking payment of "off the clock" hours worked by all hourly8 employees of Lowe's in the
20 State of California. Class was certified by the Court of Appeal and remanded for further proceedings. A
21 \$29.5 million settlement was approved without objection, with a fee of 33.3% of the fund awarded by the
22 Honor Aurelio N. Munoz (Ret.).

23 g. *Pardo v. Toyota Motor Sales, et al.* Los Angeles Superior Court (BC372781).
24 Class action mis-classification of workers with claims for overtime and missed meal and rest breaks. The
25 case only covered a period of 1.5 years, as the defendants had re-classified back in 2005. The case settled
26 for \$7.75 million with a fee of 28% awarded.

27 h. *Smith/Ballard v. Wal-Mart Stores, Inc.* United States District Court for the
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1 Northern District of California. Wage and hour class action seeking unpaid vacation and personal time,
2 unpaid wages, and related penalties on behalf of over 245,000 employees. The action was certified and
3 settled for \$86 million, while Defendants' appeal of the certification was pending in the Ninth Circuit
4 Court of Appeals.

5 i. *Hoyng v. AON*, Los Angeles Superior Court (BC377184). Wage and hour litigation
6 seeking overtime and related compensation for mis-classification on behalf of Relationship and Account
7 Specialists. The case settled for \$10.5 million with a 33.3% fee awarded by the Hon. Carolyn Kuhl.

8 j. *In RE Bank of America Wage and Hour Employment Practices Litigation*, MDL
9 2138, United States District Court for the District of Kansas. California state and FLSA wage and hour
10 litigation for various violations including unpaid overtime and "off-the-clock" work. Settled for \$73
11 million with a 28% fee awarded.

12 k. *H & R Block Litigation*, United States District Court for the Northern District of
13 California. Class certified, and settlement reached prior to trial. Total settlement of \$35 million.

14 11. When handling a case that requires this much work and which lasts this long, it is inevitable
15 that other cases we may have been able to take on had to be passed on, due to basic limitations on attorney
16 time available. Even today, in our 24 hour/7 day per week world, there are limits and they must be
17 respected. Additionally, other cases which we have taken on, and in the past have handled, have resulted
18 in numerous situations where we simply fail to achieve any recovery, despite our best efforts, and as a
19 result (often despite years of litigation effort), we recover nothing for our fees and costs in those cases. In
20 my experience, contingency fee awards of 35% of the settlement fund in complex employment class
21 actions are fairly common, especially when taking into account these very real contingency risks and
22 litigation risks that, more often than we care to acknowledge, result in recovering nothing at all. In fact,
23 over the life of this very case, the frequency of zero-recovery cases has increased markedly, due to such
24 Supreme Court decisions such as *Dukes*, *Comcast*, *Concepcion* and others, all of which have tipped the
25 scales against class action success, especially in the larger cases such as this where the cases are pushed
26 by class counsel to the brink of trial, as in this case.

27 12. Throughout this case, from its inception, our firm pursued this case expecting to receive a risk
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enhancement if we prevailed, and especially so if in fact the case was pushed to the brink of trial and heavy costs and time were incurred; our hourly rates do not already reflect that risk.

13. Pursuant to the Joint Stipulation of Settlement, Class Counsel apply to the court for a contingent award of attorneys' fees in an amount equal to 35% of the settlement fund as approved by the Client. This percentage award is commensurate with: (1) the risk Class Counsel took in commencing this action; (2) the time, effort and expense dedicated to the case; (3) the skill and determination they have shown; (4) the results they have achieved through the litigation; (5) the value of the settlement they have achieved for Class members; and (6) the other cases counsel has turned down in order to devote their time and efforts to this matter.

14. By engaging in a thorough investigation and evaluation of Plaintiff's claims, I can opine that the Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant.

15. Class Counsel performed an exhaustive investigation into the claims at issue, which included: (1) determining Plaintiff's suitability as putative class representative through interviews, background investigations, and analyses of his employment files and related records; (2) evaluating all of Plaintiff's potential claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) interviewing putative Class Members to gather information about potential claims, identify additional witnesses, and obtain documents; (5) analyzing Class Members' time and wage records; (6) analyzing Defendant's labor policies and practices; (7) researching settlements in similar cases; (8) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (9) drafting multiple mediation briefs; and (10) participating in mediation. The extensive document and data exchanges have allowed Plaintiff's Counsel to better appreciate the risks of continued litigation and the benefits offered by the Settlement.

16. Using this information, Class Counsel was able to determine (or estimate): (1) the average hourly rate of pay for Class Members; (2) the total approximate number of former and current employees

1 who worked during the Class Period; (3) the total approximate number of Class Members employed during
2 the PAGA period (2,319); (4) the total approximate number of shifts worked by all Class Members during
3 the Class Period; and (5) the total number of pay periods, in aggregate, worked by all Class Members
4 during the PAGA Period (109,411).

5 17. The proposed Settlement also does not place the attorneys' interests ahead of class members'
6 interests. Settlement provisions relating to attorneys' fees and litigation expenses in the action were not
7 negotiated until after an agreement was reached in principle with respect to the direct class settlement
8 benefits and the gross settlement fund amount. In achieving the Settlement, which has been
9 overwhelmingly embraced by the Class, the attorneys involved have expended a significant number of
10 hours. The following table summarizes the time spent by attorneys at Bradley/Grombacher LLP:

Individual	Experience	Billing Rate	Hours	Lodestar
Marcus J. Bradley, Partner	27+ years	\$950	174	\$165,300.00
Kiley Lynn Grombacher, Partner	16+ years	\$850	81.6	\$69,360.00
Lirit King, Senior Associate	17+ years	\$700	17.9	\$12,530.00
Total			273.5	\$247,190.00

21 18. The total lodestar for all counsel for Bradley/Grombacher LLP is \$247,190.00.

22 19. In my 27 years practicing as an attorney in this state, I have handled hundreds if not thousands
23 of cases, many of them on a contingency basis. The contingency fees we have charged to our clients have
24 generally fallen within the range of 33.3% to 40% of the recovery achieved. Additionally, I am aware by
25 virtue of these 27 years in the field, that such contingency fees are normal and customary in the field, and
26 have been for the entire length of my career. Of course, since we are a contingent firm, in the cases where
27 we do not achieve a recovery, which has unfortunately occurred including on cases we have taken all the
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1 way through trial and appeal, we then recover nothing, and are normally out of pocket on all of the
2 expenses and costs advanced.

3 20. For the reasons stated in the instant Motion for Approval, we firmly believe that the Settlement
4 in this case strongly supports the request for a 35% fee award. The Settlement provides substantial relief
5 to the class members and is an all-in resolution where all the funds will be paid out. As with all wage and
6 hour cases, this one presented real issues as to the viability of both certification and liability, was litigated
7 in an effective manner so as to drive a fair settlement, and the result is meritorious, in our belief, of the
8 35% requested.

9 21. To date, Bradley/Grombacher LLP has incurred costs in this litigation in the amount of
10 \$13,266.42, after writing off costs for online research expenses, mileage and copies (among others).¹

11 22. These costs reflect the type of expenses typically billed by attorneys to their paying clients in
12 the marketplace, and include such costs as the above noted payments to experts, investigators and travel
13 expenses to date. The costs incurred in prosecuting this case are reflected in our firm records, prepared
14 from expense vouchers and check records. Attached hereto as Exhibit A are the cost bills for
15 Bradley/Grombacher LLP. As the Court will note, the *Diaz* case was simultaneously filed in both San
16 Bernardino and Santa Barbara Counties prior to the latter case being transferred to this Court.

17 24. Pursuant to the settlement agreement, the Parties further agreed that the named Plaintiffs—
18 who has executed a broad general release—may apply for incentive award from the Settlement fund not
19 to exceed \$7,500.00 each.

20 25. Both current and former employees also place their future employment prospects in peril by
21 becoming class representatives, as “the fact that a plaintiff has filed a federal lawsuit is searchable on the
22 internet and may become known to prospective employers when evaluating the person.” *Guippone*, 2011
23 U.S. Dist. LEXIS 126026, at *4. Employers commonly screen employee candidates to determine whether
24 they have ever filed suit, and that employee candidates who might be branded “litigious” are likely to be
25

26 ¹ There are two cost bills attached as Exhibit A as this matter was originally filed in Santa Barbara County Superior Court
27 prior to transfer to San Bernardino County. Consequently, there are two different case number sin the Bradley/Grombacher
28 system.

1 screened out of the process. In fact, an entire industry has developed for providing employers with
2 background information on employee candidates. By bringing this action against an employer, Plaintiff
3 has assumed considerable reputational risk that may impact his ability to find employment in the future.
4 Long after this action is forgotten by Class Members, the Named Plaintiffs will run the risk of being
5 branded “litigious” by prospective employers, and may be denied future employment on that basis alone.

6 26. The requested Enhancement Award should also be awarded to Plaintiff because he “remained
7 fully involved and expended considerable time and energy during the course of the litigation.” *Schaffer*
8 *v. Litton Loan Servicing, LP*, No. 05-07673-MMM, 2012 U.S. Dist. LEXIS 189830, *61 (C.D. Cal. Nov.
9 13, 2012) (citation omitted). As detailed in his declaration, Plaintiff expended considerable time and
10 effort assisting her attorneys with the prosecution of the class’ claims, and her unique contributions to
11 the litigation should be rewarded.

12 27. The Enhancement Award is also appropriate because Plaintiff would otherwise “not gain
13 any benefit beyond that would receive as a class member.” *In re Toys “R” Us FACTA Litig.*, 295 F.R.D.
14 at 472; *Van Vranken* (holding that a substantial award is appropriate where a class representative’s claim
15 made up “only a fraction of the common fund.”).

16 28. Moreover, Plaintiff has also agreed to generally release all claims he may have against
17 Defendant and to release Defendant from all liability arising out of its refusal to hire Class Representatives
18 at any time in the future. These general releases are considerably broader than the separate, narrower
19 releases required of Class Members.

20 29. Plaintiff assisted in every way possible throughout his tenure as a representative Plaintiff,
21 including participating in gathering evidence to advance the claims set forth in the consolidated amended
22 pleadings; assisting in seeking and responding to discovery; providing key insights into the policies and
23 practices of Defendant; and assisting with settlement considerations and attended the full-day mediation
24 to provide assistance. This Plaintiff also placed his employment prospects at risk by putting his name on
25 a complaint. Plaintiff faced near financial ruin if he was not successful. Further still, Plaintiff agreed to
26 execute a general release of claims, which release is broader than the release signed by unnamed Class
27 members.

1 30. Plaintiff was at all times responsive to Class Counsel's needs in prosecuting this litigation
2 and he thoughtfully fulfilled his duties as Class Representative. We could not have achieved the success
3 that we did here without his help. During the course of the litigation, I personally interacted repeatedly
4 and regularly with the Plaintiff, and based on that interaction, I can attest that he was involved no less than
5 40 hours on the low end. Plaintiff always responded to our inquiries, phone calls and emails promptly,
6 thus facilitating our handling of issues as they arose.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
8 and correct to the best of my personal knowledge. This declaration is executed this 16 day of July,
9 2021, at Westlake Village, California.

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12 _____
13 Marcus J. Bradley
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EXHIBIT A

EXHIBIT A

BRADLEY GROMBACHER LLP
Transaction Report
All Dates

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Split	Debit	Credit	Balance
Diaz v. SB Transportation (20190709)										
07/15/2019	Expense		No	One Legal	COMPLAX FEE AND FILING FEE FOR COMPLAINT	ADVANCED COSTS:Filing Fees	BANK:CityBank OP (3424)	1,570.00		1,570.00
07/18/2019	Check	1242	No	LWDA	FEE TO LWDA	ADVANCED COSTS:Filing Fees	BANK:CityBank OP (3424)	75.00		1,645.00
07/22/2019	Bill	1.9E+07	No	FIRST LEGAL NETWORK	Diaz v. Santa Barbara Transportation (20190709)	ADVANCED COSTS:Filing Fees	Accounts Payable	144.87		1,789.87
08/31/2019	Bill	1.9E+07	No	FIRST LEGAL NETWORK	Diaz v. SB Transportation	ADVANCED COSTS:Filing Fees	Accounts Payable	92.35		1,882.22
08/31/2019	Bill	1.9E+07	No	FIRST LEGAL NETWORK	Diaz v. SB Transportation (20190709)	ADVANCED COSTS:Filing Fees	Accounts Payable	81.85		1,964.07
02/22/2020	Expense		No	COURTCALL	TELEPHONIC APPEARANCE	ADVANCED COSTS:Court Call	AMEX CC -3004/4010	124.00		2,088.07
05/31/2020	Bill	1.9E+07	No	FIRST LEGAL NETWORK	Diaz v. SB Transportation (20190709)	ADVANCED COSTS:Filing Fees	Accounts Payable	82.42		2,170.49
06/30/2020	Bill	1.9E+07	No	FIRST LEGAL NETWORK	Diaz v. SB Transportation (20190709)	ADVANCED COSTS:Filing Fees	Accounts Payable	82.42		2,252.91
08/06/2020	Expense		No	COURTCALL	TELEPHONIC APPEARANCE	ADVANCED COSTS:Court Call	AMEX CC -3004/4010	94.00		2,346.91
10/30/2020	Bill	1.9E+07	No	FIRST LEGAL NETWORK	STUDENT TRANS 20190709	ADVANCED COSTS:Filing Fees	Accounts Payable	108.07		2,454.98
10/30/2020	Bill	1.9E+07	No	FIRST LEGAL NETWORK	STUDENT TRANS 20190709	ADVANCED COSTS:Filing Fees	Accounts Payable	132.77		2,587.75
01/14/2021	Check	2707	No	MICHAEL DICKSTEIN	MEDIATION FEE	ADVANCED COSTS:Filing Fees	BANK:CityBank OP (3424)	4,200.00		6,787.75
02/18/2021	Expense	1.1E+07	No	COURTCALL	TELEPHONIC APPEARANCE	ADVANCED COSTS:Court Call	AMEX CC -3004/4010	94.00		6,881.75
03/18/2021	Expense	4347411	No	COMMERCIAL PROCESS	FILING FEE	ADVANCED COSTS:Filing Fees	AMEX CC -3004/4010	14.15		6,895.90
03/31/2021	Bill	1.9E+07	No	FIRST LEGAL NETWORK	FILING FEE FOR NOTICE OF SETTLEMENT	ADVANCED COSTS:Filing Fees	Accounts Payable	82.42		6,978.32
04/28/2021	Expense	1.1E+07	No	COURTCALL	TELEPHONIC APPEARANCE	ADVANCED COSTS:Court Costs	AMEX CC -3004/4010	94.00		7,072.32
Total for Diaz v. SB Transportation (20190709)								\$ 7,072.32		
TOTAL								\$ 7,072.32		\$ 7,072.32

Tuesday, Jul 13, 2021 08:09:59 AM GMT-7 - Accrual Basis

BRADLEY GROMBACHER LLP
Transaction Report
All Dates

Date	Transact ion Type	Num	Adj	Name	Memo/Description	Account	Split	Debit	Credit	Balance
Student Transportation - 20190712										
02/12/2020	Expense		No	COMMERCIAL PROCESS	Court Fee - Diaz v. Student Transportation - 20190712	ADVANCED COSTS:Court Costs	AMEX CC - 3004/4010	15.10		15.10
03/31/2020	Bill	1.9E+07	No	FIRST LEGAL NETWORK	STUDENT TRANS. 20190712 Request for Dismissl of Santa Barbara County Action	ADVANCED COSTS:Filing Fees	Accounts Payable	32.00		47.10
03/31/2020	Bill	1.9E+07	No	FIRST LEGAL NETWORK	STUDENT TRANS. 20190712 Request for Dismissal and Prop Orde	ADVANCED COSTS:Filing Fees	Accounts Payable	72.00		119.10
02/10/2021	Expense		No	Berger Group	EXPERT ANALYSIS OF DATA FOR MEDIATION	ADVANCED COSTS:Other Professional Services	AMEX CC - 3004/4010	6,075.00		6,194.10
Total for Student Transportation - 20190712								\$ 6,194.10		
TOTAL								\$ 6,194.10		\$ 6,194.10

Tuesday, Jul 13, 2021 08:11:09 AM GMT-7 - Accrual Basis