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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

LISA LEFANTY, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

KAISER FOUNDATION HOSPITALS; DOES
1 to 20, inclusive,

Defendants.

Case No. CV-21-004330

**DECLARATION OF KENT L.
BRADBURY IN SUPPORT OF
PLAINTIFF'S MOTION FOR FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: March 4, 2025

Time: 8:30 a.m.

Dept.: 24

Action Filed: August 13, 2021

Trial Date: None Set

1 I, Kent L. Bradbury, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Lisa Lefanty in this matter. I have personal
4 knowledge of the facts set forth in this declaration, and if called as a witness, could and would
5 testify as to their accuracy.

6 2. I am making this declaration on behalf of my client, the named Plaintiff, the
7 putative class members, and in support of Plaintiff's Motion for Preliminary Approval of Class
8 Action and Representative Action Settlement ("Motion").

9 3. I am a seasoned litigation and trial attorney who has litigated numerous wage-and-
10 hour class action cases, both for Defendants and for Plaintiffs. Ever since I began practicing law,
11 I have practiced virtually exclusively California employment law, including individual and
12 representative actions on behalf of both employers and employees. I have worked on numerous
13 class action cases in California, in both Federal and Superior courts, since 2011.

14 4. I received my JD from McGeorge School of Law in 2011, graduating in the top
15 10% of my class, and was awarded the Order of the Coif.

16 5. Prior to joining Castle Law: California Employment Counsel in August 2018, I was
17 in-house counsel for the San Joaquin Regional Transit District. Prior to that I was an associate in
18 the employment group at Orrick, Herrington & Sutcliffe LLP in its Sacramento, California office.
19 I also worked as an associate at Fox Rothschild and at Hanson Bridgett, both times in San
20 Francisco. I have represented numerous large and small companies in high-stakes employment
21 cases involving discrimination, harassment, retaliation, misclassification, claims for unpaid wages,
22 violations of the California Labor Code, wrongful termination, and many other employment-
23 related claims.

24 6. I have experience representing clients' interests in trials, appeals, arbitrations, and
25 mediations. I have tried three employment law cases in Sacramento Superior Court, including
26 defending a certified class and Private Attorney General Act ("PAGA") action that went to trial in
27 February 2019 before Honorable Steven M. Gevercer. (*Baker v. Advanced Disability*
28 *Management, Inc.*, Case No. 34-2014-00160711).

1 7. I have represented numerous individuals in class and PAGA representative actions,
2 including other matters in which class and PAGA action settlements have been approved with me
3 as counsel for Plaintiffs. Courts have routinely awarded my firm common fund fee percentages in
4 class and PAGA cases ranging from 33% to 40%. These cases include, but are not limited to, the
5 following: *Rooney v. Save Mart Supermarkets*, Sacramento Superior Court Case No. 34-2020-
6 00274973-CU-OE-GDS (class and PAGA action final approval granted for settlement); *Marie*
7 *Hogan v. Aecom Technical Services, Inc.*, Los Angeles County Superior Case No. 19STCV40072
8 (counsel for Plaintiff, wage-and-hour class action settlement final approval granted); *Christian*
9 *Sipin et al. v. Salesforce.com, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-
10 2019-0004629 (counsel for Plaintiffs, wage-and-hour class and PAGA action, final approval of
11 settlement granted); *Saliba v. Amerigas Propane*, Sacramento Superior Case No. 34-2019-
12 00257327 (counsel for Plaintiff, wage-and-hour class and PAGA action settlement approved);
13 *Gottlieb v. Agilent Tech.*, Sacramento Superior Case No. 34-2018-0244298 (counsel for Plaintiff,
14 PAGA settlement approved); *Williams v. RC Willey Home Furnishings*, Sacramento Superior
15 Court Case No. 34-2019-00272003 (counsel for Plaintiff, wage-and-hour class and PAGA action
16 settlement approved); *Nicholas Simon v. Maita Enterprises, Inc.*, Sacramento Superior Court Case
17 No. 34-2020-00276615; *Trujillo v. Valet Living, LLC*, Sacramento Superior Court Case No. 34-
18 2020-00273711 (counsel for Plaintiff, wage-and-hour class and PAGA action settlement
19 approved); *Sakhel v. Cogir Management USA Inc.*, San Joaquin County Case No. STK-CV-UOE-
20 2020-0001215 (counsel for Plaintiff, wage-and-hour class and PAGA action settlement approved);
21 *Ducheneaux v. Syufy Properties, Inc.*, Placer County Superior Court Case No. S-CV-0044826
22 (counsel for Plaintiff, wage-and-hour class and PAGA action settlement approved); *Virgina Weeks*
23 *v. Purplebricks, Inc. et al.*, Orange County Case No. 30-2019-01111872 (counsel for Plaintiff,
24 wage-and-hour PAGA action settlement approved); *Susan Tanis v. Laser Eye Care of California,*
25 *LLC et al.*, Sacramento County Superior Court, Case No. 34-2021-00299140 (class and PAGA
26 action, final approval granted); *Robert Amador v. Jeff Thompson's Auto Group, Inc.*, El Dorado
27 County Superior Court, Case No. PC20190146 (PAGA-only settlement approved); *Anthony Evans*
28 *et al v. Direct Delivery Service, Inc. et al.*, San Joaquin County Superior Court Case No. STK-
CV-UOE-2020-0003776 (class and PAGA action, preliminary approval granted) *Christina Hall v.*

1 *USA Multifamily Management, Inc. et al.*, Placer County Superior Court, Case No. S-CV-0045899
2 (class and PAGA action, approval granted); *Edmundo Holguin v. Hawthorne Machinery Co.*, San
3 Diego County Superior Court, Case No. 37-2021-00003107 (PAGA settlement approved); *Hailey*
4 *Popovich v. Russell Cellular, Inc.*, Fresno County Superior Court, Case No. 20CECG02552
5 (PAGA settlement approved); *Irene Ramos et al. v. TDB Communications, Inc. et al.*, Sacramento
6 County Superior Court, Case No. 34-2021-00310107 (PAGA and class settlement approved);
7 *Alfonso Ortega et al. v. Hooked On Solar, Inc.*, Placer County Superior Court, Case No. S-CV-
8 0048295 (PAGA and class settlement approved).

9 8. Additionally, I am the attorney for Plaintiffs in numerous other currently pending
10 class and PAGA representative actions in Superior Courts throughout the state, including but not
11 limited to: *Blake Ahlers v. Rideout Memorial Hospital*, Yuba County Superior Court, Case No.
12 CVC22-00115 (PAGA action pending); *Adrian Hernandez v. Santa Fe Mercados, Inc.*, Monterey
13 County Superior Court, Case No. 21CV000222 (class and PAGA action pending); *Rana*
14 *Musharbash v. JPMorgan Chase Bank*, Eastern District of California, Case No. 2:22-cv-02320-
15 DAD-KJN (PAGA action pending); *Alicia Wilson v. Ohgane, Inc. et al.*, Sacramento County
16 Superior Court, Case No. 34-2023-00333601 (class and PAGA action pending); *Sixto Casillas v.*
17 *PANTOS, USA, Inc.*, San Bernardino Superior Court, Case No. CIV SB 2321154 (PAGA action
18 pending); *Taneeka Jackson v. Capital Security Solutions, Inc.*, Sacramento County Superior
19 Court, Case No. 23CV005514 (class and PAGA action pending); *Katlyn Van Hoose v. VICAR*
20 *Operating, Inc.*, Placer County Superior Court, Case No. S-CV-0051094 (Class and PAGA action
21 pending); *Selina Taing v. Global Acquisition Partners, LLC*, Orange County Superior Court, Case
22 No. 30-2024-01428579-CU-OE-CXC (class action pending).

23 9. This case was brought as a wage and hour class action based on Plaintiff's
24 allegations that Defendant misclassified Plaintiff and similarly situated Assistant Nurse Managers
25 as Exempt, when in fact they performed non-exempt work 50% or more of their working time.

26 10. From the beginning, Defendant has contested the merits of this case and the
27 suitability of the case for class action treatment, and, notwithstanding its agreement to settle this
28 matter; they believe they have complied with all state and federal employment laws with respect
to Plaintiff and the putative class. Defendant also has contended that this matter is not appropriate

1 for class certification outside of this proposed class settlement. Although I am of the opinion that a
2 class can be certified, I also believe in the fairness of the settlement that is based on factoring in
3 the uncertainty and risks to Plaintiff involved in not prevailing on one or more of the causes of
4 action or theories alleged, the possibility of non-certification and potential for appeals.

5 11. Based on our extensive factual and legal investigation and research, careful
6 evaluation of the respective parties' strengths and weaknesses the uncertainty in the law with
7 regard to certification, and the negotiations that have taken place, I am convinced that the
8 proposed settlement is reasonable and fair and in the best interest of the class. The length and
9 risks of trial and other normal perils of litigation that impact the value of the claims were also
10 considered and weighed in reaching the proposed settlement. In addition, I carefully considered
11 the prospect of potential class certification issues as well as the uncertainty of class certification,
12 the difficulties of complex litigation, and the lengthy process of establishing specific damages and
13 various possible delays and appeals in agreeing to the proposed settlement. I further considered
14 the fact that penalties under the PAGA could be substantially cut at the discretion of the Court
15 even if Plaintiffs were successful on proving those claims. Overall, I believe it is more beneficial
16 to secure a guaranteed benefit to the class now rather than to proceed with litigation and
potentially obtain zero funds to the class due to legal or factual issues with the case.

17 12. I and our co-counsel, along with Plaintiff's assistance, thoroughly investigated the
18 merits of the class claims and potential damages for such claims. The parties engaged in
19 substantial informal and formal discovery and exchange of documents. Defendants provided
20 relevant wage and hour policies, as well as Plaintiff's time records, pay records, and personnel
21 file, as well as data regarding wages earned by other class members. The Parties engaged in
22 mediation with experienced wage and hour mediator Jeff Ross, on August 7, 2024, and were able
23 to reach a settlement. Additionally, Plaintiff assisted in all aspects of this litigation including
24 providing factual information relating to theirs and similarly situated employees' employment
25 conditions, and answered questions regarding Defendant's factual contentions in this matter. This
26 was important because it directly related to our ability to maintain this case as a class action and
27 our ability to obtain a favorable settlement for the class. Throughout this litigation, I and my co-
28 counsel communicated with Defendant's counsel, including via telephone and email, discussing

1 our respective positions and it was only after litigation and extensive, arm's length negotiations
2 that the parties were able to reach a settlement. The negotiations were at all times contentious and
3 adversarial, though still professional in nature.

4 13. The proposed gross settlement presents an excellent recovery given the risks of
5 reduction in size of the class because of difficulties certifying a class given the individualized
6 inquiries required, reduction in PAGA penalties even if the case were allowed to proceed on a
7 representative action basis, manageability concerns, the risk that Defendant will prevail on some
8 or all of their affirmative defenses, and the risk that Plaintiff and the class may obtain no recovery
9 at all. The settlement is in the best interests of the class insofar as it provides more certain and
10 timelier relief for the class for the claims being released.

11 14. In agreeing to represent Plaintiff and take on the case for all putative class
12 members, I agreed to take this case on a contingency basis, meaning that I would take a
13 percentage of any settlement or judgment should we recover a monetary amount. I took a risk that
14 we would not recover any money in this matter if we were unsuccessful at trial. I also took on the
15 risk that the case may not be certified as a class action and/or be subject to an unfavorable
16 summary judgment ruling. However, I believe it is important to make sure employees are able to
17 find affordable representation in order to ensure that employers are providing complete and
18 accurate representations to employees regarding all hard-earned wages. Castle Law: California
19 Employment Counsel, PC is a boutique law practice that focuses exclusively on employment
20 litigation. We do not have a large number of attorneys or cases and taking on class actions to
21 vindicate the rights of absent class members represents a substantial risk and burden as class
22 action litigation requires a substantial amount of time and financial resources to successfully
23 litigate. I believe the risk experienced by taking on class action litigation cases is much more
24 substantial than what typically larger law firms would face.

25 15. My firm spent at least 279.5 attorney hours to date, (not including time finalizing
26 this declaration and motion,) litigating this case, engaging in substantial informal discovery,
27 meeting and conferring with opposing counsel, attending depositions, attending mediation, follow
28 up negotiations, and bringing a stipulated settlement to completion. The work performed was
necessary for the prosecution of the representative claims and consisted of, but was not limited to,

1 the following: pre-filing investigation and legal research; drafting the complaint and
2 administrative exhaustion letter; communicating with Plaintiff; obtaining data and materials from
3 Defendant; analyzing documents produced and reviewing data; attending mediation, subsequent
4 negotiations, conferences with co-counsel and opposing counsel, and court appearances. My firm
5 also assisted in the preparation of approval motion materials. My firm will also perform post
6 approval work such as coordination with the settlement administrator and distribution work as
7 required by the Court, not all of which is presently accounted for in the hours we have spent on
8 this case.

9 16. Plaintiff and class counsel have been able to secure an identifiable benefit on behalf
10 of the class and the LWDA, and equity counsels that the cost of the representation should be born
11 equally amongst all individuals and entities receiving these benefits. The settlement recovery
12 provides an excellent result in light of the legal and factual issues affecting this settlement and is
13 the product of substantial time and effort in analyzing the facts and law applicable to this case. I
14 agreed to take this case on a contingency and as a class and PAGA action with the possibility that
15 I would not receive any compensation for my time and efforts due to issues regarding merits
16 and/or damages and have carried that substantial financial risk over the past year. I have reviewed
17 fee arrangements and Court ordered fee awards in similar representative litigation settlements and
18 I believe that the one-third (33.33%) fee requested (\$3,666,666.66) is within the accepted ranges
19 and eminently reasonable in light of the results obtained in this case. In my experience with
20 contingency cases in employment law cases, the typical percentage negotiated between parties
21 ranges from thirty-five to fifty percent (35% to 50%) in individual litigation. In class action
22 litigation, my experience in my own firm and working with several other firms has been that the
23 typical percentage negotiated between parties and approved by a court ranges from thirty to forty
24 percent (30% to 40%) based on the same factors. Several recent Federal District Court Cases have
25 approved common fund based fee requests. These cases include *In re Mego Fin. Corp. Sec. Litig.*,
26 213 F.3d 454, 457, 463 (9th Cir. 2000) (affirming 33% of fund as fee in securities case); *Birch v.*
27 *Office Depot, Inc.*, USDC Southern District, Case No. 06cv1690 DMS (WMC) (awarding 40% fee
28 in a wage and hour class action settlement); *Rippee v. Boston Mkt. Corp.*, USDC Southern
District, Case No. 05cv1359 BTM (JMA) (awarding a 40% fee on wage and hour class action

1 settlement). I believe our request of one-third for attorneys' fees is justified given the results
2 obtained on behalf of the similarly situated employees and the LWDA.

3 17. The settlement agreement in this matter calls for uncashed settlement checks to
4 be paid out pursuant to California Code of Civil Procedure section 384 to the *cy pres*
5 recipient, Lawyers' Committee for Civil Rights. Neither the named Plaintiff nor myself, nor
6 any members of my firm maintain an interest in and/or relationship with the Lawyers'
7 Committee for Civil Rights.

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct. Executed this 17th day of January, 2025, in Gentry, Arkansas.

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12 Kent L. Bradbury
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