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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

CLASS ACTION

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

Date: August 12, 2025

Time: 8:30 AM

Dept.: Dept 24

Action Filed: March 8, 2023

Trial Date: Not 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 ("Plaintiff") in this matter. I have
4 personal knowledge of the facts set forth in this declaration, and if called as a witness, could and
5 would 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 Final Approval of Class Action
8 Settlement ("Motion"). A true and correct copy of the parties' Joint Stipulation of Class Action
9 PAGA Settlement and Release is being filed with this Motion as **Exhibit A** to the Motion.

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

15 4. I received my JD from McGeorge School of Law in 2011, graduating in the top
16 10% of my class, and was awarded the Order of the Coif.

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

25 6. I have experience representing clients' interests in trials, appeals, arbitrations, and
26 mediations. Tim Del Castillo and I have tried three employment law cases in Sacramento
27 Superior Court together, including defending a certified class and Private Attorney General Act
28 ("PAGA") action that went to trial in February 2019 before Honorable Steven M. Gevercer.
(*Baker v. Advanced Disability 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); *Blake Ahlers v. Rideout Memorial Hospital*,
9 Yuba County Superior Court, Case No. CVC22-00115 (PAGA settlement approved)

10 8. Additionally, I am the attorney for Plaintiffs in numerous other currently pending
11 class and PAGA representative actions in Superior Courts throughout the state, including but not
12 limited to: *Adrian Hernandez v. Santa Fe Mercados, Inc.*, Monterey County Superior Court, Case
13 No. 21CV000222 (class and PAGA action pending); *Rana Musharbash v. JPMorgan Chase Bank*,
14 Eastern District of California, Case No. 2:22-cv-02320-DAD-KJN (PAGA action pending);
15 *Taneeka Jackson v. Capital Security Solutions, Inc.*, Sacramento County Superior Court, Case No.
16 23CV005514 (class and PAGA action pending); *Katlyn Van Hoose v. VICAR Operating, Inc.*,
17 Placer County Superior Court, Case No. S-CV-0051094 (Class and PAGA action pending); *Moala*
18 *Alipate v. CHME, Inc.*, San Mateo County Superior Court, Case No. 20-CIV-00733 (class and
19 PAGA action pending); *Richard Archibeque v. Collins Electrical Company, Inc.*, San Joaquin
20 County Superior Court, Case No. STK-CV-UOE-2021-0003864 (Class action pending); *Jordan*
21 *Burkhardt v. Extra Space Management, Inc.*, Eastern District of California, Case No.
22 2:25-CV-00547-DJC-CKD (class and PAGA action pending); *Janise Cohen v. Regal Cinemas,*
23 *Inc.*, Eastern District of California, Case No. 2:25-cv-00770-DJC-CKD (PAGA action pending);
24 *Dustin Graham v. Allied Waste Systems, Inc.*, Contra Costa County Superior Court, Case No.
25 C22-01284 (class and PAGA action pending); *Kristen Hosseini v. Elam's Jewelry, Inc.*; San
26 Diego County Superior Court Case No. 37-2023-00033778-CU-OE-CTL (class and PAGA action
27 pending); *Alexia Smith v. Westlake Wellbeing Properties, LLC*, Los Angeles County Superior
28 Court, Case No. 24VECV04398 (class and PAGA action pending); *Helen Robinson v. Alameda*
Mortgage Corporation, Contra Costa County Superior Court, Case No. C23-02306 (class and

1 PAGA action pending); *Julie Nishimoto v. CP Capital Group, Inc.*, Yolo County Superior Court,
2 Case No. CV2024-1152 (PAGA action pending).

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

6 10. Plaintiff is the only named representative in this matter and is contending she
7 worked for Defendant as a non-exempt, hourly employee. From Plaintiff's counsel's initial
8 investigations of Plaintiff's claims and documents, we believed these claims had merit and could
9 be maintained as a class action. There is no date set for a motion for certification in this matter
10 and no trial date has been set.

11 11. From the beginning, Defendants have contested the merits of this case and the
12 suitability of the case for class action treatment, and, notwithstanding their agreement to settle this
13 matter; they believe they have complied with all state and federal employment laws with respect
14 to Plaintiffs and the putative class. Defendants also have contended that this matter is not
15 appropriate for class certification outside of this proposed class settlement. Although I am of the
16 opinion that a class can be certified, I also believe in the fairness of the settlement that is based on
17 factoring in the uncertainty and risks to Plaintiff involved in not prevailing on one or more of the
18 causes of action or theories alleged, the possibility of non-certification and potential for appeals.

19 12. Based on our extensive factual and legal investigation and research, careful
20 evaluation of the respective parties' strengths and weaknesses the uncertainty in the law with
21 regard to certification, and the negotiations that have taken place, I am convinced that the
22 proposed settlement is reasonable and fair and in the best interest of the class. The length and
23 risks of trial and other normal perils of litigation that impact the value of the claims were also
24 considered and weighed in reaching the proposed settlement. In addition, I carefully considered
25 the prospect of potential class certification issues as well as the uncertainty of class certification,
26 the difficulties of complex litigation, and the lengthy process of establishing specific damages and
27 various possible delays and appeals in agreeing to the proposed settlement. I further considered
28 the fact that penalties under the PAGA could be substantially cut at the discretion of the Court
even if Plaintiff was successful in proving those claims. Overall, I believe it is more beneficial to

1 secure a guaranteed benefit to the class now rather than to proceed with litigation and potentially
2 obtain zero funds to the class due to legal or factual issues with the case.

3 13. I and our co-counsel, along with Plaintiff's assistance, thoroughly investigated the
4 merits of the class claims and potential damages for such claims. The parties engaged in
5 substantial informal and formal discovery and exchange of documents. Defendants provided
6 relevant wage and hour policies, as well as Plaintiff's time records, pay records, and personnel
7 file, as well as data regarding wages earned by other class members. The Parties engaged in
8 mediation with experienced wage and hour mediator Jeff Ross, on August 7, 2024, and were able
9 to reach a settlement. Additionally, Plaintiff assisted in all aspects of this litigation including
10 providing factual information relating to theirs and similarly situated employees' employment
11 conditions, and answered questions regarding Defendant's factual contentions in this matter. This
12 was important because it directly related to our ability to maintain this case as a class action and
13 our ability to obtain a favorable settlement for the class. Throughout this litigation, I and my co-
14 counsel communicated with Defendant's counsel, including via telephone and email, discussing
15 our respective positions and it was only after litigation and extensive, arm's length negotiations
16 that the parties were able to reach a settlement. The negotiations were at all times contentious and
adversarial, though still professional in nature.

17 14. On April 29, 2021, Plaintiff filed her PAGA Notice with the Department of
18 Industrial relations ("DIR") via its website, detailing various alleged violations of the Labor Code
19 committed by Defendant, for the purpose of complying with California Labor Code § 2699.3's
20 notice requirement. At that time, our firm submitted the \$75.00 filing fee on behalf of Plaintiff.
21 The PAGA Notice was sent to Defendant via certified mail. The LWDA did not provide any
22 response to Plaintiff's notice correspondence and Defendant did not cure any other alleged
23 violations and, therefore, Plaintiff was authorized to file her lawsuit in superior court. On January
24 11, 2022, Plaintiff filed her Amended PAGA Notice.

25 15. Plaintiff initiated this action by filing her Class Action and PAGA Complaint in
26 Stanislaus County Superior Court on August 13, 2021.
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28

1 On January 16, 2024, Plaintiff's counsel uploaded a copy of the filed complaint on the LWDA
2 website. On January 17, 2025, Plaintiff's counsel uploaded a copy of the Settlement Agreement
3 to the LWDA website.

4 **THE SETTLEMENT IS FAIR, JUST, AND REASONABLE**

5 16. Based on the expected testimony from Plaintiff and putative class members, a
6 review of Defendant's wage and hour policies, Plaintiff's testimony during two days of
7 depositions, as well as pay data of putative class members, and other documents relating to the
8 alleged claims for Plaintiff and the putative class, the scope of the potential damages to Plaintiff
9 and putative class members in light of the claims alleged, the uncertainty in the law with regard to
10 certification, and the negotiations that have taken place, I am convinced that the proposed
11 settlement is reasonable and fair and in the best interest of the class. The length and risks of trial
12 and other normal perils of litigation that impact the value of the claims were also considered and
13 weighed in reaching the proposed settlement. In addition, I carefully considered the prospect of
14 potential class certification issues as well as the uncertainty of class certification, the difficulties of
15 complex litigation, and the lengthy process of establishing specific damages and various possible
16 delays and appeals in agreeing to the proposed settlement. I further considered the fact that
17 penalties under the PAGA could be substantially cut at the discretion of the Court even if
18 Plaintiffs were successful on proving those claims. Overall, I believe it is more beneficial to
19 secure a guaranteed benefit to the class now rather than to proceed with litigation and potentially
20 obtain zero funds to the class due to legal or factual issues with the case.

21 17. I and my co-counsel, along with Plaintiff's assistance, thoroughly investigated the
22 merits of the claims and potential damages for such claims. The parties engaged in substantial
23 informal and formal discovery and exchange of documents, and participated in a full-day
24 mediation session prior to reaching a settlement. Defendants provided relevant wage and hour
25 policies, as well as Plaintiff's time records, pay records, and personnel files, as well as
26 timekeeping and pay data on other class and PAGA members.

27 18. The Settlement Agreement requires the payment of Eleven Million Dollars
28 (\$11,000,000.00) as the Gross Settlement Amount. Under the terms of the Settlement Agreement,
Defendant will not oppose Plaintiff Counsel's application for a reasonable award of attorney's

1 fees not to exceed 1/3 of the Gross Settlement Amount (3,666,666.66), litigation expenses of
2 \$22,513.16, Settlement Administrator Costs of \$17,500, PAGA penalties of \$300,000 (with 75%
3 to the LWDA and 25% to the Aggrieved Employees on a pro-rata basis), and a Service Payment
4 of \$15,000 to the named Plaintiff (“Class Representative”):

Gross Settlement Amount	\$11,000,000
Attorney’s Fees (1/3)	\$3,666,666.66
Litigation Costs	\$22,513.16
Administrator Costs	\$17,500
PAGA Penalties	\$300,000
Representative Enhancement Award	\$15,000

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

26 20. My firm spent at least 364 attorney hours to date, (not including time finalizing this
27 declaration and motion,) litigating this case, engaging in substantial informal discovery, meeting
28 and conferring with opposing counsel, attending mediation, follow up negotiations, and bringing a

1 stipulated settlement to completion. The work performed was necessary for the prosecution of the
2 representative claims and consisted of, but was not limited to, the following: pre-filing
3 investigation and legal research; drafting the complaint and administrative exhaustion letter;
4 communicating with Plaintiff; obtaining data and materials from Defendant; analyzing documents
5 produced and reviewing data; engaging and working with a third-party economist expert,
6 attending mediation, subsequent negotiations, conferences with co-counsel and opposing counsel,
7 and court appearances. My firm also prepared the approval motion materials. My firm will also
8 perform post approval work such as coordination with the settlement administrator and
9 distribution work as required by the Court, not all of which is presently accounted for in the hours
10 we have spent on this case.

11 21. Plaintiff's counsel is hereby requesting attorney's fees of one-third (33.33%). I
12 have reviewed the firm's daily billing records with staff and other attorneys in my firm, and have
13 created a summary chart showing the task categories and hours worked by each attorney in each
14 category:

	Correspondence	Pleadings	Mediation/ Negotiations	Settlement	Motions
15 Timothy 16 Del Castillo	70.00hr	4.00hr	14.50hr	3.75hr	13.25hr
17 Kent 18 Bradbury	90.00hr	16.75hr	17.50hr	6.25hr	55.75hr
19 Spencer 20 Turpen	40.25hr	8.00hr	1.25hr	--	22.75hr

21 22. My co-counsel and I are requesting attorneys' fees and costs pursuant to the
22 common fund doctrine as we believe it to be applicable to the present case pursuant to *Serrano v.*
23 *Priest*, 20 Cal.3d 25, 34-35 (1977) and *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268,
24 271 (9th Cir. 1989). Plaintiff and her counsel have been able to secure an identifiable benefit on
25 behalf of the class and equity counsels that the cost of the representation should be born equally
26 amongst all class members receiving these benefits. The settlement recovery provides an
27 excellent result and is the product of substantial time and effort in analyzing the facts and law
28 applicable to this case. We agreed to take this case on a contingency and as a class action with the

1 possibility that we would not receive any compensation for my time and efforts due to issues
2 regarding the merits and/or certification and have carried that risk over the past more than two
3 years. I have reviewed fee arrangements and Court ordered fee awards in similar class cases and I
4 believe that the 33% fee request is within the accepted ranges. In my experience with contingency
5 cases in employment law cases, the typical percentage negotiated between parties ranges from
6 thirty-five to forty percent (35% to 40%) in individual litigation. In class action litigation, my
7 experience in my own firm and working with several other firms has been that the typical
8 percentage negotiated between parties and approved by a court ranges from thirty-five to forty
9 percent (35% to 40%). I believe our request of 33% of the gross settlement for attorneys' fees is
10 justified given the results obtained on behalf of the class. Moreover, at this time, my firm has
11 advanced all costs for Plaintiff and putative PAGA members and has not received any
12 compensation whatsoever for our time expended in this case.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct. Executed this 7th day of July, 2025, in Gentry, Arkansas.

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18 Kent L. Bradbury
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