

Eric K. Yaeckel (SBN 274608)
yaeckel@sullivanlawgroupapc.com
Ryan T. Kuhn (SBN 324538)
ryan@sullivanlawgroupapc.com
SULLIVAN & YAECKEL LAW GROUP, APC
2330 Third Avenue
San Diego, California 92101
Telephone: (619) 702-6760
Facsimile: (619) 702-6761

Attorneys for Plaintiff, MARCELINO ORTUNO, Individually, and on behalf of other members of the general public similarly situated

[Additional Counsel listed on next page]

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

MARCELINO ORTUNO, Individually, and
on behalf of other members of the general
public similarly situated,

Plaintiff,

v.

THE HERTZ CORPORATION, a Delaware
Corporation; DTG OPERATIONS, INC., an
Oklahoma Corporation; and DOES 1-10,
inclusive,

Defendants.

CASE NO: 37-2022-00006731-CU-OE-CTL
Assigned to Hon. Carolyn M. Caietti, Dept. C-70

CLASS ACTION

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

Date: April 4, 2025

Time: 10:30 a.m.

Dept.: C-70

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley, Esq. (SBN 174156)

Kiley L. Grombacher, Esq. (SBN 245960)

Kasra B. Ramez, Esq. (SBN 337470)

31365 Oak Crest Drive, Suite 240

Westlake Village, CA 91361

Telephone: (805) 270-7100

Facsimile: (805) 270-7589

Email: mbradley@bradleygrombacher.com

Email: kgrombacher@bradleygrombacher.com

Email: kramez@bradleygrombacher.com

Attorneys for Plaintiff, ANUAR ROMO on behalf of himself and others similarly situated

1
2 **DECLARATION OF MARCUS J. BRADLEY**

3 I, Marcus J. Bradley, declare as follows:

4 1. I am a partner at Bradley/Grombacher, LLP, counsel of record for Plaintiff Anuar
5 Romo ("Plaintiff Romo" or "Mr. Romo") in the above-captioned case. I am submitting this
6 Declaration in support of Plaintiffs' Motion for Final Approval of Class Action and PAGA
7 Settlement, Plaintiffs' requests for reasonable attorneys' fees and costs, and for a service award.
8 I am familiar with the file, the documents, and the history related to this case. The following
9 statements are based on my personal knowledge and review of the files. If called on to do so, I
10 could and would testify competently thereto.

11 **CONTENTS AND STRUCTURE OF THIS DECLARATION**

12 2. This declaration is organized into several parts.

13 3. In the first part, I provide a summary of the total lodestar of Plaintiff Romo's
14 counsel in this case and the total out-of-pocket costs incurred. I then go on to provide a summary
15 of our experience and expertise in wage and hour class actions. I also provide a discussion of our
16 billing rates showing that they are within the market range of hourly rates charged by attorneys
17 of comparable skill and experience working on similar matters. I then provide a summary
18 breakdown of the lodestar by individual biller.

19 4. Next, I discuss the real and practical need for law firms, such as ours, to receive
20 their full lodestar and an appropriate multiplier in cases such as this. I further discuss the value of
21 the proposed Class Action and PAGA Settlement Agreement ("Settlement Agreement,"
22 "Settlement," or "Agreement"), and the risks and uncertainties confronting the Plaintiffs and us
23 in achieving the Settlement.

24 5. I then provide documentation to account for the out-of-pocket costs we incurred
25 in this case.

26 6. Next, I provide a summary of the contributions of Mr. Romo in support of the
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1 service award he is seeking.

2 7. Finally, I propose a date for the Court to hold a compliance hearing.

3 **SUMMARY OF FEES AND COSTS SOUGHT**

4 8. Plaintiffs are seeking a total attorneys' fee award of \$1,100,000.00. Plaintiff Romo's
5 attorneys are seeking reimbursement of actual out-of-pocket costs of \$3,114.13.¹ As of March 11,
6 2025, the total lodestar for Bradley/Grombacher, LLP in prosecuting and resolving the class and
7 PAGA claims in this action is \$91,907.50.

8 9. In addition, our lodestar of \$91,907.50 does not include the work we will perform
9 after March 11, 2025, such as attending the hearing on the Motion for Final Approval, effectuating
10 the settlement, working with the Administrator, and communicating with Class Members.

11 **EXPERIENCE OF COUNSEL**

12 10. Below is a chart detailing our lodestar. Before presenting this chart, I first provide
13 background on the primary attorneys from my firm who were assigned to this case and the basis
14 for the billing rates we are seeking for their work.

15 11. Bradley/Grombacher, LLP is a national firm with extensive experience litigating
16 wage and hour class and representative actions as well as complex consumer class actions. Details
17 on the work, experience, and accomplishments of the firm can be found at
18 www.bradleygrombacher.com. In just the past few months, two federal district courts have
19 commented on excellent results obtained by Bradley/Grombacher LLP, attributable to our skilled
20 advocacy and determination. *See, In re Johnson & Johnson Aerosol Sunscreen Mktg., Sales*
21 *Pracs. & Prod. Liab. Litig.*, (S.D. Fla. Feb. 28, 2023) 2023 WL 2284684, at *9 ("The Court has
22 observed class counsel's diligence, ability, and experience in pleadings and motion practice; in
23 their presentation of the settlement to this Court; and in their attention to matters of notice and
24 administration after the announcement of the settlement. The excellent job Class Counsel have
25 done for the class is also demonstrated in the benefits afforded by the Settlement."); *Razo v. AT&T*

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27
28 ¹ The costs report submitted as **Exhibit 1** to this declaration.

1 *Mobility Servs., LLC*, (E.D. Cal. Apr. 26, 2023) 2023 WL 3093845, at *24, *26 (commenting on
2 the skill class counsel displayed faced with complex issues and significant uncertainty as to the
3 viability of the claims throughout much of the case).

4 **Experience of Marcus J. Bradley, Esq.**

5 12. I have been counsel for Plaintiff Romo and the putative class members throughout
6 this case. I am a partner at Bradley/Grombacher, LLP, which has extensive experience litigating
7 wage and hour class and representative actions as well as complex consumer class actions. Details
8 on the work, experience, and accomplishments of the firm can be found at
9 www.bradleygrombacher.com.

10 13. I personally have represented plaintiffs in employment and consumer class actions
11 since I began practicing law in 1994. In 2000, I joined Mazursky, Schwartz & Angelo as an
12 associate and became a partner in January 2005 at which time the firm was renamed Schwartz,
13 Daniels & Bradley. I remained as a partner at Schwartz, Daniels & Bradley handling primarily
14 wage and hour class actions until the dissolution of the firm effective December 31, 2008. In
15 January 2009, I moved my existing practice transferring a number of wage and hour cases and
16 became a partner with the law firm of Marlin & Saltzman, a long-established firm with whom I
17 had been co-counsel on dozens of wage and hour class actions during my tenure at Schwartz,
18 Daniels & Bradley. On September 1, 2016, I formed Bradley/Grombacher, LLP along with a
19 former associate at Marlin & Saltzman, Kiley L. Grombacher.
20

21 14. I have been responsible for all facets of class action employment and other
22 complex litigation, from pre-filing investigation through trial and appeal. Since approximately
23 May 2000, I have spent most of my time representing workers in wage and hour matters. I, along
24 with my current and former partners, have litigated these issues in class actions to favorable
25 settlements that have recouped over \$800,000,000.00 in unpaid wages, including the following
26 more notable cases:

27 a. *Gutierrez v. State Farm Mutual*, Los Angeles Superior Court (BC236552). Class
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1 action mis-classification case seeking overtime compensation for approximately 2,600
2 insurance claims adjusters employed by State Farm. The class was certified and summary
3 adjudication was granted as to liability in favor of the class. The case settled for \$135
4 million just prior to trial, with final approval granted with no objections filed.

5 b. *Bednar v. Allstate Insurance Company*, Los Angeles Superior Court (BC240813).
6 Class action mis-classification case seeking overtime compensation for approximately
7 1,200 insurance claims adjusters employed by Allstate. The class was certified and
8 summary adjudication was granted as to liability in favor of the class. The case settled for
9 \$120 million just prior to trial, with final approval granted with no objections filed.

10 c. *Roberts v. Coast National Insurance*, Orange County Superior Court
11 (01CC08478). Class action mis-classification case seeking overtime compensation for
12 insurance claims adjusters employed by Coast National Insurance. Certification granted,
13 and then the matter was tried before a binding arbitrator. The case settled during the
14 arbitration for an excess of \$18 million.

15 d. *CNA Class Action Litigation*, Los Angeles Superior Court Class (JCCP 4230).
16 Class action mis-classification case seeking overtime compensation for insurance claims
17 adjusters employed by Defendant. Case settled for \$33 million, with final approval granted
18 with no objections filed.

19 e. *Dotson v. Royal Sun Alliance*, Orange County Superior Court (02CC01787). Class
20 action mis-classification case seeking overtime compensation for insurance claims
21 adjusters employed by Royal Sun Alliance. Case settled for \$12.3 million, with final
22 approval granted with no objections filed.

23 f. *Parris v. Lowe's Home Improvement*, Los Angeles County Superior Court
24 (BC260702). Class action seeking payment of "off-the-clock" hours worked by all hourly
25 employees of Lowe's Home Improvement stores in the State of California. The class was
26 certified by the Court of Appeal and remanded to the trial court for further proceedings.
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1 Shortly thereafter, a \$29.5 million settlement was reached and approved without objection.

2 g. *Pardo v. Toyota Motor Sales, et al.* Los Angeles County Superior Court
3 (BC372781). Class action mis-classification of workers with claims for overtime and
4 missed meal and rest breaks. The case settled for \$7.75 million and was approved with no
5 objections.

6 h. *Smith/Ballard v. Wal-Mart Stores, Inc.* United States District Court for the
7 Northern District of California (Case No. 4:06-cv-05411-SBA). Wage and hour class
8 action seeking unpaid vacation and personal time, unpaid wages, and related penalties on
9 behalf of over 245,000 employees. The action was certified and settled for \$86 million
10 while Defendant's appeal of the certification was pending in the Ninth Circuit Court of
11 Appeals.

12 i. *Hoyng v. AON*, Los Angeles County Superior Court (BC377184). Wage and hour
13 class action seeking overtime and related compensation for mis-classification on behalf of
14 Relationship and Account Specialists. The case settled for \$10.5 million which was
15 approved with no objections filed.

16 j. *In RE Bank of America Wage and Hour Employment Practices Litigation*, MDL
17 2138, United States District Court for the District of Kansas. California state and FLSA
18 wage and hour litigation for various violations including unpaid overtime and "off-the-
19 clock" work. Settled for \$73 million.

20 k. *Lemus v. H & R Block Litigation*, United States District Court for the Northern
21 District of California (Case No. 3:09-cv-03179-SI) Class certified, and settlement reached
22 prior to trial. Total settlement of \$35 million.

23 l. *Harris v. Vector Marketing Corporation*, United States District Court for the
24 Northern District of California (Case No. 3:08-cv-05198-EMC). Class action case on
25 behalf of approximately 70,000 employees misclassified as "trainees."

26 m. *Bickley v. Schneider National Trucking*, United States District Court for the
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1 Northern District of California (Case No. 4:08-cv-05806-JSW). Wage and hour class
2 action on behalf of approximately 6,000 truck drivers. Settled for \$29.5million.

3 n. *Roberts v. TJX*, United States District Court for the Northern District of California
4 (Case No. 13-CV-04731-MEJ). Wage and hour violations on behalf of approximately
5 82,000 employees. Settled for \$8.5 million.

6 o. *Opyrchal v. New York Life Insurance*, United States District Court for the Central
7 District of California (Case No. 2:07-cv-00518-VBF). Class action for the failure to pay
8 commissions pursuant to a compensation plan. Settled for \$10 million.

9 p. *Neuvenheim v. Gamestop Corp.*, United States District Court for the Central
10 District of California (Case No. 2:09-cv-06799-ODW). Class action on behalf of
11 nonexempt employees for wage and hour violations.

12 q. *Hightower v. JP Morgan Chase*, United States District Court for the Central
13 District of California (Case No. 2:11-cv-01802-PSG). Class action on behalf of
14 nonexempt employees for wage and hour violations. Settled for \$12 million.

15
16 15. On many of the above cases, I was either lead or co-lead counsel including cases
17 in multi-district litigation or coordinated proceedings where I worked collaboratively and
18 cooperatively with co-counsel to bring about an efficient and beneficial resolution for all class
19 members as the above results demonstrate.

20 16. I have argued cases in trial courts as well as before courts of appeal. My writings
21 on legal topics pertaining to litigating wage and hour class and representative actions have
22 appeared in professional publications, and I have been called upon to speak at conferences and
23 seminars for professional organizations, including a recent presentation titled "Planning for and
24 Executing Trial in Class and Collective Wage & Hour Cases."

25 17. I have also been honored as a Super Lawyer in the area of class actions by Los
26 Angeles Magazine for multiple years including 2025. I am also a member of a number of
27 professional organizations, including the Consumer Attorneys of Los Angeles, the Consumer
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1 Attorneys of California, the California Employment Lawyers Association, and the American
2 Association for Justice. My 2025 billing rate is \$975 an hour.

3 **Experience of Kiley L. Grombacher Esq.**

4 18. My Partner, Ms. Grombacher, specializes her practice in complex litigation
5 including consumer and employment class actions. She has litigated hundreds of employment and
6 consumer class actions throughout her career which began at Arias, Ozzello & Gignac where she
7 gained extensive experience litigating consumer cases.

8 19. Thereafter, Ms. Grombacher joined Marlin & Saltzman in 2010 where she focused
9 her practice almost exclusively on wage and hour, collective, and representative actions, including
10 the reported case, *Faulkinbury v. Boyd & Associates*, which clarified the holding in seminal case,
11 *Brinker Restaurant Corp. v. Superior Court*, to establish that legality of certain company policies
12 could be determined on a class-wide basis even if the application of the policies varies by
13 individual.

14 20. Ms. Grombacher has been selected by Super Lawyers Magazine as a "Rising Star"
15 in the field of complex litigation since 2015 and as a Super Lawyer since 2017. She has published
16 articles on the field of class action litigation including "A Class-Action Primer" which appeared
17 in *The Advocate*, which is the Journal of Consumer Attorneys of Southern California.

18 21. Ms. Grombacher has also lectured on various topics involving complex case
19 management and recently spoke at the Beverly Hills Bar Association's Class Action and Complex
20 Case Management Conference. She is also a member of a number of professional organizations,
21 including the Consumer Attorneys of Los Angeles and the American Association for Justice.

22 **Experience of Lirit A. King, Esq.**

23 24. Lirit King is a sixteenth-year associate formerly at Bradley/Grombacher, LLP who
24 also worked on this case. Ms. King earned her Juris Doctor from Southwestern University. Ms.
25 King focuses her practice on employment law and is a skilled litigator. Before joining Bradley
26 Grombacher, Ms. King worked at a national law firm as a staff attorney. Ms. King has also worked
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1 at plaintiff employment law firms specializing in discrimination, wage and hour, and ERISA
2 violations, acting as associate counsel and as a second chair trial attorney in numerous successful
3 lawsuits. Ms. King has proven to be a strong asset to the firm.

4 **Experience of Leslie H. Joyner, Esq.**

5 23. Leslie H. Joyner was a fifteenth-year associate at Bradley/Grombacher LLP who
6 primarily assisted with the preparation of this briefing now being submitted to the Court. Ms.
7 Joyner earned her Juris Doctor from Lewis and Clark Law School. Ms. Joyner's practice has
8 focused on complex litigation in federal and state courts, including wage and hour violations,
9 discrimination claims, consumer rights, employment class actions and consumer class actions.
10 Prior to joining our firm, Ms. Joyner worked as an associate at a firm specializing in employment
11 and other class action work, where she was pivotal in obtaining certification in numerous actions
12 and played an integral role in recovering millions of dollars in payments to class members. She
13 served as one of the primary attorneys in *Helmick v. Air Methods Corp.*, Case No. RG13665373,
14 in the Superior Court of California, County of Alameda, which settled in 2020 for \$82,273,846.
15 Ms. Joyner has published articles on the field of mass and class action litigation appearing in
16 Forum, which is the Magazine of Consumer Attorneys of California.

17 **Experience of Corey Smith, Esq.**

18 24. Corey S. Smith is an eighth-year associate at Bradley/Grombacher, LLP. Mr.
19 Smith earned his Juris Doctor from Pepperdine University. Mr. Smith focuses his practice on
20 employment class action litigation. Before joining Bradley/Grombacher, LLP, Mr. Smith worked
21 for Marlin & Saltzman, LLP, another prominent wage and hour class action firm, where he helped
22 secure sizeable settlements in numerous class action and PAGA lawsuits and sat second chair in
23 a class action trial.

24 **Experience of Emilie MacLean, Esq.**

25 25. Emilie MacLean is a former associate at Bradley/Grombacher, LLP who also
26 worked on this case. Ms. MacLean earned her Juris Doctor and Master of Dispute Resolution
27 from Pepperdine University, and her Master of Laws from the University of Toronto. For nearly
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1 4 years, prior to receiving her license to practice law in California, Ms. MacLean worked as a law
2 clerk at our firm under my supervision, where she has drafted the briefing on a number of complex
3 legal issues.

4 **Experience of Fernando Valle Jr., Esq.**

5 26. Fernando Valle, Jr. received his license to practice law from the New York State
6 Bar in 2023. Mr. Valle received his LL.B. degree from Middlesex University, Dubai in 2019.
7 While in law school Mr. Valle competed in the Willem C. Vis International Commercial
8 Arbitration Moot, where he collaborated in drafting the Memorandum for Claimant and presented
9 three rounds of oral arguments in Vienna, Austria. After law school, Mr. Valle apprenticed for a
10 litigation focused law firm in Dubai. From 2021 until receiving his license to practice law, Mr.
11 Valle was a law clerk at our firm under my supervision and the supervision of my partner. During
12 that time, he drafted numerous motions and pleadings on cases within the firm's employment,
13 consumer, and data breach practice areas.

14 27. Plaintiff Romo's counsel's time spent on this case was necessary and reasonable.

15 28. The number of hours that Plaintiff Romo's Counsel devoted to this case is
16 reasonable. See, e.g., *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1133 (fee award should be "fully
17 compensatory [and] absent circumstances rendering the award unjust, an attorney fee award
18 should ordinarily include compensation for *all* the hours reasonably spent."); *Serrano III* (1977)
19 20 Cal.3d 25, 49 (counsel are entitled to compensation for all hours reasonably expended);
20 *Hensley v. Eckerhart* (1983) 461 U.S. 424, 435-36.

21 29. Counsel's work on this case included fact-intensive interviews with Plaintiff Romo
22 and the putative class members at the beginning, middle, and end of the case; the drafting and
23 filing of pleadings; legal research on complex issues; informal settlement negotiations; and
24 drafting of the settlement papers and approval motion.
25

26 **COUNSEL'S BILLING RATES ARE BASED ON THE PREVAILING MARKET**
27 **RATES AND HAVE BEEN REPEATEDLY APPROVED BY THE COURTS**
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1 30. This portion of my declaration documents the reasonableness of the billing rates
2 charged by my firm in this case.

3 31. Our lodestar for this case is based on our law firm's billing rates for 2025. We set
4 the billing rates of our attorneys and paralegals/law clerks through a process of continual
5 monitoring of prevailing market rates charged by both defense and plaintiffs' law firms, for
6 individuals with similar levels of skill and experience who are doing comparable work as our
7 attorneys and staff. We gather this information from surveys, the review of other fee applications,
8 and conversations with attorneys in the relevant billing market. We set the billing rates for our
9 firm to be consistent with the prevailing market rates in the private sector for attorneys and staff
10 of comparable skill, qualifications, and experience.

11 32. Federal and state courts in California have consistently approved the rates charged
12 by Bradley/Grombacher, LLP. See, e.g., *Hector Avina v. Shultz Steel Company* (Los Angeles
13 County Super. Ct. August 4, 2022) Case No. 20STCV18569 (approving 2021 rates); *Garcia v.*
14 *XPO Logistics Freight, Inc.*, (San Bernardino County Super. Ct. April 19, 2021) Case No.
15 CIVDS2015538 (approving 2020 rates); *Smith v. Hoag Memorial Hospital* (Orange County
16 Super. Ct. Mar. 6, 2020) Case No. 30-2017-00952013 (approving 2019 rates); *Haro v. Laboratory*
17 *Corp. of America*, (C.D. Cal. Nov. 18, 2020) Case No. 2:18-cv-09091-AB-RAO (approving 2019
18 rates); *Maldonado v. Dayton Superior Corp.* (Riverside County Super Ct. September 10, 2019)
19 Case No. RIC1615240 (approving 2018 rates). Over the years, there have been many other
20 decisions approving our attorneys' billing rates using either a lodestar-multiplier approach and/or
21 a percentage of the recovery approach with a lodestar-multiplier cross-check.
22

23 **BILLING PRACTICES AND LODESTAR**

24 33. We utilize billing software which records time in tenth-of-an-hour increments and
25 train the lawyers and staff at Bradley/Grombacher, LLP to do so as contemporaneously as possible
26 with the expenditure of the time.

27 34. The following chart provides a summary of the billing rates and hours worked by
28

the attorneys at our firm through March 11, 2025:

///

Name and Title of Professional	Bar Admission Date	Hours	Rate (2024)	Lodestar
<i>Partners</i>				
Marcus Bradley	1994	64	\$975	\$62,400.00
<i>Associates</i>				
Lirit King	2007	15	\$850	\$12,750.00
Leslie Joyner	2009	4.40	\$850	\$3,740.00
Corey S. Smith	2016	5.60	\$625	\$3,500.00
Emilie MacLean	2023	8	\$600	\$4,800.00
Fernando Valle	2023	3.40	\$600	\$2,040
<i>Paralegal</i>				
Jody Rosen	N/A	11.90	\$225	\$2,677.50
TOTAL HOURS AND LODESTAR FOR BRADLEY GROMBACHER		112.30		\$91,907.50

35. The figures stated above were prepared and maintained by my firm in the ordinary course of business and reflect the hours of work performed on this matter.

CONTINGENT RISK

36. Bradley/Grombacher, LLP takes its cases on a contingent fee basis. We rely on awards for attorneys' fees and costs to continue our work for the enforcement of labor standards. Indeed, we did not charge Plaintiff Romo or the putative class members any fees or costs to litigate and bring this case to a successful conclusion. In addition to attorneys' fees, referenced above,

1 our office has to date incurred \$3,144.13 in out-of-pocket costs, which we have not yet recouped.
2 During the course of this litigation, we also had to forego requests by other prospective clients to
3 bring other cases with merit to ensure that we could continue to adequately and successfully
4 represent Plaintiff Romo and the putative class in this matter.

5 37. Like some other important and complex employment class and representative
6 actions, this case carried a risk of no recovery at all for either the putative class members or the
7 attorneys representing them. When we do succeed in vindicating statutory and employment rights
8 on behalf of employees, such as in this case, our firm depends upon the recovery of our full
9 lodestar plus an appropriate multiplier. Otherwise, we could not continue to represent employees
10 who are denied wages but whose cases may be time-consuming and difficult to prove.

11 38. As discussed above, the road to success in this case was far from certain. While
12 we remained confident in, and committed to, the merits of the case throughout the litigation and
13 settlement process, we also were realistic regarding the risks at each stage going forward. First,
14 the parties would have engaged in lengthy and complex motion practice. This would have
15 included the risks of having the Court determine the PAGA claim was unmanageable. This case
16 was particularly risky given the difficulty of demonstrating manageability of claims based on
17 evidence of an unlawful "pattern and practice," as well as of proving such claims at trial, without
18 evidence of facially unlawful policies.

19 39. Assuming we could demonstrate manageability, there would be further motion
20 practice, including motions for summary judgment. In addition, assuming Plaintiffs prevailed on
21 liability as to one or more of their claims, the measure of penalties would have been hotly
22 contested and presented further risk. Additionally, Defendants might appeal any number of
23 determinations regarding manageability, liability, evidentiary rulings, and the measure of
24 penalties, potentially causing years of further delay.

25 40. Our risks in this case were further compounded by the vigorous and skillful manner
26 in which Defendants' counsel represented its clients. Defendants and their counsel also negotiated
27 hard throughout the negotiation process. All of this contributed to our risk of recovering nothing
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1 or close to nothing for our commitment and investment in the case. Given these uncertainties, we
2 undertook significant risk to finally resolve the case for the substantial value ultimately secured.

3 41. In sum, the result after trial and appeals was highly uncertain, except for the fact
4 that it would potentially mean years of delay. In the face of this uncertainty, we remained
5 committed to the cause and ultimately secured a strong settlement for the putative class.

6 COSTS

7 42. Plaintiff Romo has incurred costs of the suit of approximately \$3,144.13 as of
8 March 11, 2025. **Exhibit 1** is a ledger identifying each individual charge incurred by our firm in
9 this action. The date corresponding to each individual charge may reflect the date the charge was
10 entered into our accounting system, rather than the date when the charge occurred.

11 43. The expenses incurred by our firm consist of filing fees, court fees, and service of
12 process. We do not bill for mail and copies and postage.

13 44. The charges correspond to the actual costs incurred in this case, rather than a pro-
14 rata or other share of our firm's generalized costs.

15 45. These expenses were necessary for the prosecution and successful resolution of
16 the case.

17 PROPOSED SERVICE AWARD

18 46. Mr. Romo devoted his time and provided an invaluable service to the prosecution
19 of this case. He worked with us regularly, providing important information, documents, and
20 insight regarding Defendants' policies and practices. He was also actively involved in discussions
21 regarding the resolution of this matter and approved the settlement terms on behalf of himself and
22 the putative class members.

23 47. Mr. Romo has also submitted a declaration attesting to his service in support of the
24 service award he is seeking and in support of approval of the settlement generally.

25 48. In light of Mr. Romo's specific efforts and the favorable impact on the litigation
26 that resulted from those efforts, we are proposing a \$10,000.00 service award for him.

27 49. We believe that the service award to Mr. Romo fairly reflects the time, risks, and
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1 contributions he made to achieve this settlement on behalf of himself and the putative class.

2 50. Moreover, as part of the settlement agreement, Mr. Romo released any and all
3 claims he had against Defendants, not just those relating to this case. This release is broader than
4 that which applies to the other putative class members.

5 **EXHIBITS**

6 51. Attached as **Exhibit 1** to this Declaration is a true and correct copy of a cost bill
7 for the various costs that Bradley Grombacher, LLP has incurred in this case, which we ran on
8 March 11, 2025, based on our firm's accounting records.

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct and based on my personal knowledge.

11 Executed on March 12, 2025, in Westlake Village, California.

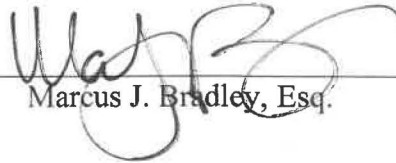
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15 _____
16 Marcus J. Bradley, Esq.
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EXHIBIT 1

BRADLEY GROMBACHER LLP
Transaction Report
All Dates

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Split	Debit	Credit	Balance
11/07/2022	Expense	LWDA-CM-918285-22	No	LWDA	Romo v The Hertz Company - 20221018	ADVANCED COSTS:Filing Fees	Klley - VS 1305	75.00		75.00
11/09/2022	Bill	6678332	No	COMMERCIAL PROCESS	Romo v The Hertz Company - 20221018	ADVANCED COSTS:Filing Fees	Accounts Payable	1,493.20		1,568.20
12/01/2022	Bill	VN203048A-01	No	COMMERCIAL PROCESS	Romo v The Hertz Company - 20221018	ADVANCED COSTS:Filing Fees	Accounts Payable	96.00		1,664.20
12/02/2022	Bill	8786322	No	COMMERCIAL PROCESS	Romo v The Hertz Company - 20221018	ADVANCED COSTS:Filing Fees	Accounts Payable	15.15		1,679.35
12/02/2022	Bill	VN203048B-01	No	COMMERCIAL PROCESS	Romo v The Hertz Company - 20221018	ADVANCED COSTS:Filing Fees	Accounts Payable	251.00		1,930.35
02/09/2023	Bill	7096037	No	COMMERCIAL PROCESS	Romo v The Hertz Company - 20221018	ADVANCED COSTS:Filing Fees	Accounts Payable	16.15		1,946.50
02/21/2023	Bill	7143575	No	COMMERCIAL PROCESS	Romo v The Hertz Company - 20221018	ADVANCED COSTS:Filing Fees	Accounts Payable	16.15		1,962.65
05/06/2023	Bill	288326	No	Case Anywhere LLC	Romo v The Hertz Company - 20221018 // System Access Fee + Document Service Fee	ADVANCED COSTS:Filing Fees	Accounts Payable	116.70		2,079.35
08/06/2023	Bill	297510	No	Case Anywhere LLC	Romo v The Hertz Company - 20221018 // System Access Fee	ADVANCED COSTS:Filing Fees	Accounts Payable	135.00		2,214.35
11/04/2023	Bill	307287	No	Case Anywhere LLC	System Access Fee / Romo v The Hertz Company - 20221018	ADVANCED COSTS:Filing Fees	Accounts Payable	135.00		2,349.35
02/05/2024	Bill	317107	No	Case Anywhere LLC	System Access Fee / Romo v The Hertz Company - 20221018	ADVANCED COSTS:Filing Fees	Accounts Payable	135.00		2,484.35
02/08/2024	Bill	9048637	No	COMMERCIAL PROCESS	Romo v The Hertz Company - 20221018	ADVANCED COSTS:Filing Fees	Accounts Payable	38.28		2,522.61
05/06/2024	Bill	327500	No	Case Anywhere LLC	Document Service Fee + System Access Fee / Romo v The Hertz Company - 20221018	ADVANCED COSTS:Filing Fees	Accounts Payable	135.00		2,657.61
08/02/2024	Bill	338387	No	Case Anywhere LLC	System Access Fee / Romo v The Hertz Company - 20221018	ADVANCED COSTS:Filing Fees	Accounts Payable	135.00		2,810.61
08/21/2024	Bill	10236089	No	COMMERCIAL PROCESS	Romo v The Hertz Company - 20221018	ADVANCED COSTS:Filing Fees	Accounts Payable	38.28		2,848.87
11/05/2024	Bill	350172	No	Case Anywhere LLC	Romo v The Hertz Company - 20221018 // System Access Fee + Document Service Fee	ADVANCED COSTS:Filing Fees	Accounts Payable	141.00		2,989.87
02/04/2025	Bill	382392	No	Case Anywhere LLC	Romo v The Hertz Company - 20221018 // System Access Fee	ADVANCED COSTS:Filing Fees	Accounts Payable	135.00		3,124.87
02/28/2025	Bill	11428212	No	COMMERCIAL PROCESS	Romo v The Hertz Company - 20221018	ADVANCED COSTS:Filing Fees	Accounts Payable	10.26		3,144.13
Total for Romo v The Hertz Company - 20221018								\$ 3,144.13		\$ 3,144.13
TOTAL								\$ 3,144.13		\$ 3,144.13

Tuesday, Mar 11, 2025 11:55:10 AM GMT-7 - Accrual Basis