

BRADLEY/GROMBACHER, LLP

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Attorneys for Plaintiff HECTOR J. MEJIA on
behalf of himself and others similarly situated.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

HECTOR J. MEJIA, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

WALMART INC., a Delaware corporation;
and DOES 1 to 10, inclusive,

Defendants.

CASE NO. CIV-SB-2207614

[Assigned for all purposes to Hon. David E
Driscoll, Dept. S26]

CLASS ACTION

**DECLARATION OF MARCUS J. BRADLEY
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Complaint Filed: April 12, 2022
Trial Date: None Set

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1. I am an attorney at Bradley/Grombacher, LLP, counsel of record for Plaintiff Hector Mejia ("Plaintiff") in the above-captioned case. The following statements are based on my personal knowledge and review of the files and, if called on to do so, I could and would testify competently thereto.
2. I am submitting this Declaration in support of Plaintiff's Motion for Preliminary Approval of the proposed Class and Representative Action Settlement.

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1 required by the Settlement Agreement, Plaintiffs then filed a first amended complaint in this Action,
2 on or about July 14, 2023, adding plaintiffs Dearl Powell, Christina Gast, and Elijha Gonzalez, and
3 adding PAGA claims consistent with the allegations in Plaintiff Hector Mejia's PAGA letter.

4 EXPERIENCE OF COUNSEL

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

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

18 9. I have been responsible for all facets of employment class action cases and other
19 complex litigation, from pre-filing investigation through trial and appeal. Since approximately May
20 2000, I have spent most of my time representing workers in wage and hour matters. I, along with my
21 current and former partners, have litigated these issues in class actions to favorable settlements that
22 have recouped over \$800 million in unpaid wages, including the following more notable cases:

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

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

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

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

10 d. *CNA Class Action Litigation*, Los Angeles Superior Court Class (JCCP 4230). Class
11 action mis-classification case seeking overtime compensation for insurance claims
12 adjusters employed by the defendant. The case settled for \$33 million, with final approval
13 granted with no objections filed.

14 e. *Dotson v. Royal & SunAlliance*, Orange County Superior Court (02CC01787). Class
15 action mis-classification case seeking overtime compensation for insurance claims
16 adjusters employed by Royal & SunAlliance. Case settled for \$12.3 million, with final
17 approval granted with no objections filed.

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

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

26 h. *Smith/Ballard v. Wal-Mart Stores, Inc.*, United States District Court for the Northern
27 District of California (Case No. 4:06-cv-05411-SBA). Wage and hour class action seeking
28 unpaid vacation and personal time, unpaid wages, and related penalties on behalf of over

245,000 employees. The action was certified and settled for \$86 million while defendants' appeal of the certification was pending in the Ninth Circuit Court of Appeals.

- i. *Hoyng v. AON*, Los Angeles County Superior Court (BC377184). Wage and hour class action seeking overtime and related compensation for mis-classification on behalf of Relationship and Account Specialists. The case settled for \$10.5 million, which was approved with no objections filed.
- j. *In RE Bank of America Wage and Hour Employment Practices Litigation*, MDL 2138, United States District Court for the District of Kansas. California state and FLSA wage and hour litigation for various violations including unpaid overtime and "off-the-clock" work. Settled for \$73 million.
- k. *Lemus v. H & R Block Litigation*, United States District Court for the Northern District of California (Case No. 3:09-cv-03179-SI) Class certified, and settlement reached prior to trial. Total settlement of \$35 million.
- l. *Harris v. Vector Marketing Corporation*, United States District Court for the Northern District of California (Case No. 3:08-cv-05198-EMC). Class action case on behalf of approximately 70,000 employees misclassified as "trainees."
- m. *Bickley v. Schneider National Trucking*, United States District Court for the Northern District of California (Case No. 4:08-cv-05806-JSW). Wage and hour class action on behalf of approximately 6,000 truck drivers. Settled for \$29.5million.
- n. *Roberts v. TJX*, United States District Court for the Northern District of California (Case No. 13-CV-04731-MEJ). Wage and hour violations on behalf of approximately 82,000 employees. Settled for \$8.5 million.
- o. *Opyrchal v. New York Life Insurance*, United States District Court for the Central District of California (Case No. 2:07-cv-00518-VBF). Class action for the failure to pay commissions pursuant to a compensation plan. Settled for \$10 million.
- p. *Neuvenheim v. Gamestop Corp.*, United States District Court for the Central District of California (Case No. 2:09-cv-06799-ODW). Class action on behalf of nonexempt employees for wage and hour violations.

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

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

8 11. I have argued cases in trial courts as well as before courts of appeal. My writings on
9 legal topics pertaining to litigating wage and hour class and representative actions have appeared in
10 professional publications and I have been called upon to speak at conferences and seminars for
11 professional organizations, including a recent presentation titled “Planning for and Executing Trial in
12 Class and Collective Wage & Hour Cases.”

13 12. I have also been honored as a Super Lawyer in the area of class actions by Los Angeles
14 Magazine for multiple years including 2023. I am also a member of a number of professional
15 organizations, including the Consumer Attorneys of Los Angeles, the Consumer Attorneys of
16 California, the California Employment Lawyers Association, and the American Association for
17 Justice.

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

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

27 15. Ms. Grombacher has been selected by Super Lawyers Magazine as a “Rising Star” in
28 the field of complex litigation since 2015 and as a Super Lawyer since 2017. She has published articles

1 on the field of class action litigation including, "A Class-Action Primer," which appeared in *The*
2 *Advocate*, which is the Journal of Consumer Attorneys of Southern California.

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

7 **PLAINTIFF AND HIS COUNSEL ADEQUATELY REPRESENT THE CLASS**

8 17. Mr. Mejia has retained and is represented by counsel with substantial experience in
9 wage and hour class action litigation. Additionally, there is no evidence of antagonism between Mr.
10 Mejia's interests and those of the Class Members. Mr. Mejia has litigated this case in good faith and
11 his interests are aligned with those of the Class Members as they both share a common interest in
12 challenging the legality of Defendant's policies and procedures.

13 18. Throughout this case, Mr. Mejia has remained available to, and regularly did, consult
14 with counsel. In addition, he reviewed documents and provided invaluable information regarding the
15 workings of the Defendant's company. Mr. Mejia was also actively involved in discussions regarding
16 the resolution of this matter and approved the settlement terms on behalf of himself and the Class.

17 **PROPOSED SERVICE AWARD**

18 19. Plaintiff Hector Mejia devoted his time and provided an invaluable service to the
19 prosecution of this case. Mr. Mejia has devoted substantial time and effort to this case by producing
20 relevant documents, meeting, and communicating with and assisting his attorneys in prosecuting the
21 case, reviewing complex legal documents, participating in mediation, and engaging in settlement
22 negotiations for the benefit of the Class. Mr. Mejia placed the class interests ahead of his own. Mr.
23 Mejia also has agreed to a release that is broader than the class release.

24 20. The Settlement Agreement permits Plaintiff Mejia to seek a service award in an amount
25 not more than \$10,000. We believe that this amount fairly reflects Plaintiff's risks and his
26 contributions to achieve this settlement on behalf of the Class. This will be further discussed when
27 Plaintiff files his motion for a service award and supporting declaration in connection with the final
28 fairness hearing.

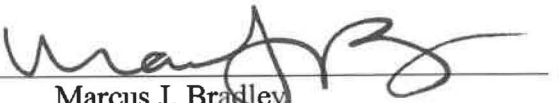
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EXHIBITS

21. Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA Letter submitted to the LWDA on April 12, 2022.

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

Executed on October 10, 2023, in Westlake Village, California.



Marcus J. Bradley

EXHIBIT 1

April 12, 2022

Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
*Filed Online and Courtesy Copy Delivered
via Certified Mail*

Re: Written Notice – Private Attorney General Act (“PAGA”) –
Labor Code section 2698 et seq.
Hector J. Mejia v. Walmart Inc.

PAGA Administrator:

Notice is hereby provided that, pursuant to Labor Code section 2699.3, Hector J. Mejia (“Employee”) contends that Walmart Inc. (“Walmart”) has violated, and continues to violate, provisions of the Labor Code and wage orders promulgated by the Industrial Welfare Commission (“IWC wage order”), including, but not limited to, Labor Code sections 226 and 246.

In accordance with the required notice under Labor Code section 2699.3 of the Private Attorney General Act (“PAGA”), this letter shall serve as formal written notice to the Labor and Workforce Development Agency (“LWDA”).

During the relevant time period, Employee has worked for Walmart in Barstow, California from approximately 2020 through the present. Employee works at Walmart store number 1879. Employee works as a team associate. Employee earns approximately \$19.50 per hour.

Employee is an “aggrieved employee” as defined in Labor Code section 2699(a) and brings this action on behalf of himself and all other aggrieved employees of Walmart. Employee, also on behalf of himself and all other aggrieved employees, seek penalties under PAGA for Walmart’s violations of the Labor Code.

Walmart Inc. is a Delaware corporation doing business in California.

Walmart Inc. is an American multinational retail corporation that operates a chain of supercenters. Walmart operates 10,593 stores in 24 countries. Walmart is headquartered in Bentonville, Arkansas.

At all relevant times, Walmart issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all aggrieved employees in California, including Employee and others similarly situated, regardless of their location or position.

Employee and other aggrieved employees seek penalties and other compensation from Walmart for the relevant time period because Walmart:

1. Failed to provide Employee and aggrieved employees sick pay at the regular rate (Lab. Code § 246; and
2. Failed to provide Employee and aggrieved employees with accurate, itemized wage statements (Lab. Code, § 226(a)).

Below please find the relevant facts and legal theories to support the aforementioned violation.

Failure to Pay Sick Pay

Employee received compensation, including bonuses, in addition to his hourly wages while employed by Walmart. Those additional amounts should have been included when calculating his regular rate of pay and used when paying overtime wages, premium wages, and sick leave wages, but were not. For example, on 3/17/22 Employee earned “INCTV FAC HRLY” pay of \$580.73 which was not factored into his sick pay wages. On 3/3/22 Plaintiff also earned “COVID-19 PAY” for \$476.28 and \$156.00 paid on 2/17/22, neither of which were factored into his sick pay wages. Further, on 8/20/20 and 6/25/20 Employee earned “COVID-LS” pay which also was not used to calculate his sick pay wages. Moreover, on 2/17/22 Employee was paid “REFERRAL” pay of \$292.50 which was also not factored into his sick pay wages. Further, in 2020, Walmart provided cash bonuses to all hourly associates, which was not used in calculating sick pay wages.¹

In each example, Employee was improperly paid sick leave wages at his base hourly rate instead of at the regular rate.

Labor Code section 246 provides that employers must calculate paid sick leave for non-exempt employees in one of two ways:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek; [or]

¹ <https://corporate.walmart.com/newsroom/2020/03/19/walmart-announces-special-cash-bonus-and-early-payment-of-q1-bonuses-totaling-nearly-550-million-for-hourly-associates>

(2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Employee was paid sick leave wages at his base hourly rate of pay, which is less than required under either of the two alternative methods of calculation provided by Labor Code section 246(l).

Wage Statements

Labor Code section 226(a) requires employers to make, keep, and provide true, accurate, and complete wage records. Walmart has not provided Employee and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to section 226(a).

During the relevant time period, Walmart has knowingly and intentionally provided Employee and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, Walmart issued uniform wage statements to Employee and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate.

Specifically, Walmart violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because Walmart did not correctly calculate the sick pay wages owed to Employee and aggrieved employees.

Walmart also did not maintain accurate business records. This is a result of failing to calculate sick pay wages at the regular rate of pay.

Employee and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Conclusion

Enclosed please find a copy of the class action complaint that is in the process of being filed in the Superior Court for the State of California, San Bernardino County. Employee respectfully requests that the LWDA notify this office within sixty (60) days if it wishes to investigate this matter further. A copy is being sent via certified mail to Walmart. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned.

Thank you for your time and consideration.

Very truly yours,

BRADLEY/GROMBACHER, LLP



Marcus J. Bradley, Esq.

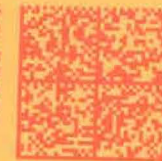
cc: CT Corporation System
Agent for Service of Process for Walmart Inc.
330 N Brand Blvd Ste 700
Glendale CA 91203

Walmart Inc.
702 SW 8th Street
Bentonville AR 72716



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BRADLEY/GROMBACHER LLP

31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361

**Labor and Workforce
Development Agency
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Floor
San Francisco, CA 94102**

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
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Labor and Workforce
Development Agency
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Floor
San Francisco, CA 94102



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2. Article Number (Transfer from service label)

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COMPLETE THIS SECTION ON DELIVERY**A. Signature**

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☐ Agent

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B. Received by (Printed Name)**C. Date of Delivery**

D. Is delivery address different from item 1? ☐ Yes
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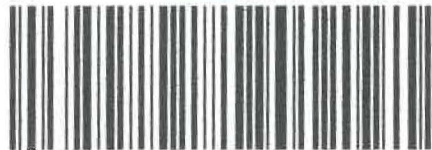
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BRADLEY/GROMBACHER LLP

31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361

Walmart Inc.

702 SW 8th Street
Bentonville AR 72716

SENDER: COMPLETE THIS SECTION

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1. Article Addressed to:

Walmart Inc.
702 SW 8th Street
Bentonville AR 72716



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2. Article Number (Transfer from service label)

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COMPLETE THIS SECTION ON DELIVERY**A. Signature**

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☐ Adult Signature

☐ Adult Signature Restricted Delivery

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☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

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BRADLEY/GROMBACHER LLP

31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361

CT Corporation System
Agent for Service of Process for Walmart Inc.
330 N Brand Blvd Ste 700
Glendale CA 91203

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1. Article Addressed to:

**CT Corporation System
Agent for Service of Process for
Walmart Inc.**

330 N Brand Blvd Ste 700
Glendale CA 91203



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2. Article Number (Transfer from service label)

7021 2720 0003 2385 3409

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

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☐ Agent

☐ Addressee

B. Received by (Printed Name)**C. Date of Delivery****D. Is delivery address different from item 1? ☐ Yes**

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

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(over \$500)

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☐ Registered Mail Restricted
Delivery

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☐ Signature Confirmation
Restricted Delivery

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: Maria Valle-Lomeli
Subject: Thank you for submission of your PAGA Case.
Date: Tuesday, April 12, 2022 11:14:11 AM

4/12/2022

LWDA Case No. LWDA-CM-878260-22
Law Firm : BradleyGrombacher LLP
Plaintiff Name : Hector Mejia
Employer: Walmart Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm