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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

DAIJA WALKER and ADAM JOY,
individually and on behalf of other
individuals similarly situated,

Plaintiffs,

v.

CROSSROADS TRADING CO., INC., a
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO. 23CV416909

**DECLARATION OF MARCUS J. BRADLEY
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARD OF
ATTORNEYS' FEES, COSTS AND SERVICE
AWARDS**

Hearing Date: January 8, 2025

Hearing Time: 1:30 p.m.

*[Hearing scheduled by Order dated August 26,
2024]*

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: June 6, 2023
Trial Date: None

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I, Marcus J. Bradley, declare as follows:

1. I am an attorney at Bradley/Grombacher, LLP, counsel of record for Plaintiff Adam Joy (“Plaintiff Joy” or “Mr. Joy”) in the above-captioned case. I am submitting this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plaintiffs’ request for reasonable attorneys’ fees and costs and for service awards. I am familiar with the file, the documents, and the history related to this case. The following statements are based on my personal knowledge and review of the files. If called on to do so, I could and would testify competently thereto.

CONTENTS AND STRUCTURE OF THIS DECLARATION

2. This declaration is organized into several parts.

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

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

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

6. Finally, I provide a summary of the contributions of Mr. Joy in support of the service award he is seeking.

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

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

11 c. *Roberts v. Coast National Insurance*, Orange County Superior Court (01CC08478).
12 Class action mis-classification case seeking overtime compensation for insurance claims
13 adjusters employed by Coast National Insurance. Certification granted, and then the matter
14 was tried before a binding arbitrator. The case settled during the arbitration for an excess of
15 \$18 million.

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

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

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

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

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

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

13 j. *In RE Bank of America Wage and Hour Employment Practices Litigation*, MDL
14 2138, United States District Court for the District of Kansas. California state and FLSA wage
15 and hour litigation for various violations including unpaid overtime and "off-the-clock"
16 work. Settled for \$73 million.

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

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

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

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

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

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

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

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

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

19 14. I have also been honored as a Super Lawyer in the area of class actions by Los
20 Angeles Magazine for multiple years including 2025. I am also a member of a number of
21 professional organizations, including the Consumer Attorneys of Los Angeles, the Consumer
22 Attorneys of California, the California Employment Lawyers Association, and the American
23 Association for Justice. My 2022 billing rate is \$950 an hour.

24 15. Lirit King is a sixteen year associate at Bradley Grombacher who also worked on this
25 case. Ms. King earned her J.D. from Southwestern University. Ms. King focuses her practice on
26 employment law. Before joining Bradley Grombacher, Ms. King worked at a national law firm as a
27 staff attorney. Ms. King has also worked at Plaintiffs employment law firms specializing in
28 discrimination, wage and hour, and ERISA violations, acting as associate counsel and as a second

1 chair trial attorney in numerous successful lawsuits.

2 **COUNSEL’S BILLING RATES ARE BASED ON THE PREVAILING MARKET RATES**
3 **AND HAVE BEEN REPEATEDLY APPROVED BY THE COURTS**

4 16. This portion of my declaration documents the reasonableness of the billing rates
5 charged by my firm in this case.

6 17. Our lodestar for this case is based on our law firm’s billing rates for the second half
7 of 2024. We set the billing rates of our attorneys and paralegals/law clerks through a process of
8 continual monitoring of prevailing market rates charged by both defense and Plaintiffs’ law firms,
9 for individuals with similar levels of skill and experience who are doing comparable work as our
10 attorneys and staff. We gather this information from surveys, the review of other fee applications,
11 and conversations with attorneys in the relevant billing market. We set the billing rates for our firm
12 to be consistent with the prevailing market rates in the private sector for attorneys and staff of
13 comparable skill, qualifications and experience.

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

25 **BILLING PRACTICES AND LODESTAR**

26 19. We utilize billing software which records time in tenth-of-an-hour increments and
27 train the lawyers and staff at Bradley Grombacher LLP do so as contemporaneously as possible with
28 the expenditure of the time.

20. The following chart provides a summary of the billing rates and hours worked by the attorneys at our firm through December 9, 2024:

Name and Title of Professional	Bar Admission Date	Hours	Rate (2022)	Lodestar
<i>Partners</i>				
Marcus Bradley	1994	66	\$975	\$64,350.00
<i>Associates</i>				
Lirit King	2007	7.60	\$775	\$5,890.00
<i>Law Clerk</i>				
Fernando Valle, Jr. ¹	N/A	16.40	\$350	\$5,740.00
TOTAL HOURS AND LODESTAR FOR BRADLEY GROMBACHER		90		\$75,980.00

CONTINGENT RISK

21. 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 the Plaintiff Joy or class members any fees or costs to litigate and bring this case to a successful conclusion. In addition, as referenced above, our offices have to date incurred \$2,173.24 in out-of-pocket costs and litigation expenses, which we have not yet recouped. During the course of this litigation, we also had to forego requests by other prospective clients to bring other cases with merit to ensure that we could continue to adequately and successfully represent the Plaintiffs and the Class in this matter.

22. Like some other important and complex employment class actions, this case carried a risk of no recovery at all for either the class or the attorneys representing them. When we do succeed

¹ Fernando Valle, Jr. was admitted to the New York State Bar on April 6, 2023.

1 in vindicating statutory and employment rights on behalf a class of employees, such as in this case,
2 our firm depends upon the recovery of our full lodestar plus an appropriate multiplier. Otherwise, we
3 could not continue to represent employees who are denied wages, but whose cases may be time-
4 consuming and difficult to prove.

5 23. As discussed in Plaintiffs' Motion for Preliminary Approval, the road to success in
6 this case was far from certain. While we remained confident in, and committed to, the merits of the
7 case throughout the litigation and settlement process, we also were realistic regarding the risks at
8 each stage going forward. First, the parties would have engaged in a lengthy and complex motion
9 practice. This would have included the risks of having class certification denied in whole or in part.

10 24. Assuming success on class certification, there would be further motion practice,
11 including motions for summary judgment and a possible motion for decertification. In addition,
12 assuming Plaintiffs prevailed on liability as to one or more of their claims, the measure of damages
13 still would have been hotly contested and presented further risk.

14 25. Furthermore, one or more appeals would be likely given the nature of this case's
15 quantity of disputed issues. Assuming we prevailed on class certification and liability, Defendants
16 might appeal any number of determinations regarding class action status, liability, evidentiary
17 rulings, and damages, causing potentially years of further delay.

18 26. Our risks in this case were further compounded by the vigorous and skillful manner
19 in which defense counsel represented their clients. Defendants and their counsel also negotiated hard
20 throughout the lengthy mediation process. All this contributed to our risk of recovering nothing or
21 close to nothing for our commitment and investment into the case. Given these uncertainties, we
22 undertook significant risk to finally resolve the case for the value ultimately secured.

23 27. In sum, the result after trial and appeals was highly uncertain, except for the fact that
24 it would potentially mean years of delay. In the face of this uncertainty, we remained committed to
25 the cause and ultimately secured a strong class action settlement for the class.

26 COSTS

27 28. Plaintiff Joy has incurred costs of suit of approximately \$2,173.24 as of December 9,
28 2024. Exhibit 1 is a ledger identifying each individual charge incurred by our firm in this action.

1 The date corresponding to each individual charge may reflect the date the charge was entered into
2 our accounting system, rather than the date when the charge occurred.

3 29. The expenses incurred by our firm consist of: (1) filing fees, court fees, and service of
4 process; (2) mediation fees; and (3) expert costs. We do not bill for mail, copies and postage.

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

7 31. These expenses were necessary to the prosecution and successful resolution of the
8 case.

9 PROPOSED SERVICE AWARD

10 32. Plaintiff Adam Joy devoted his time and provided an invaluable service to the
11 prosecution of this case. He worked with us regularly, providing important information, documents,
12 and insight regarding Defendant's policies and practices. He also sat for a full day deposition and
13 was actively involved in discussions regarding the resolution of this matter and approved the
14 settlement terms on behalf of himself and the class.

15 33. Mr. Joy is committed to be a named representative, even though he faced the risk that
16 bringing his case could potentially hurt his future employment possibilities and that Defendants may
17 seek to recover their costs against him if this case was unsuccessful.

18 34. Mr. Joy has submitted a declaration attesting to his service in support of Plaintiffs'
19 Motion for Final Approval. He has also submitted a declaration in support of preliminary approval.

20 35. In light of Mr. Joy's specific efforts and the favorable impact on the litigation that
21 resulted from those efforts, we are proposing a \$10,000 service award for him. We believe that the
22 service award to Mr. Joy fairly reflects the time, risks and contributions he made to achieve this
23 settlement on behalf of the class.

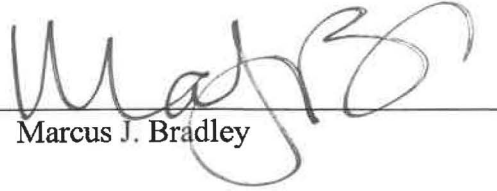
24 EXHIBITS

25 36. Attached as Exhibit 1 to this Declaration is a true and correct copy of a cost bill for
26 the various costs that Bradley Grombacher LLP has incurred in this case, which we ran on
27 December 9, 2024 based on our firm's accounting records.

28 I declare under penalty of perjury under the laws of the State of California that the foregoing

1 is true and correct and based on my personal knowledge.

2 Executed on December 9, 2024, in Westlake Village, California.

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Marcus J. Bradley

BRADLEY GROMBACHER LLP
Transaction Report
All Dates

Joy v. Crossroads
Trading Co. - 20231020

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Split	Debit	Credit	Balance
11/01/2023	Expense	LWDA-CM-991111-23	No	LWDA	Joy v. Crossroads Trading Co. - 20231020	ADVANCED COSTS:Filing Fees	Kiley - VS 1305	75.00		75.00
11/02/2023	Bill	8515346	No	COMMERCIAL PROCESS	Joy v. Crossroads Trading Co. - 20231020	ADVANCED COSTS:Filing Fees	Accounts Payable	1,494.68		1,569.68
11/17/2023	Bill	VN212871-01	No	COMMERCIAL PROCESS	Joy v. Crossroads Trading Co. - 20231020	ADVANCED COSTS:Filing Fees	Accounts Payable	256.35		1,826.03
01/22/2024	Bill	8927408	No	COMMERCIAL PROCESS	Joy v. Crossroads Trading Co. - 20231020	ADVANCED COSTS:Filing Fees	Accounts Payable	17.66		1,843.69
02/14/2024	Bill	9083981	No	COMMERCIAL PROCESS	Joy v. Crossroads Trading Co. - 20231020	ADVANCED COSTS:Filing Fees	Accounts Payable	17.66		1,861.35
05/06/2024	Bill	326443	No	Case Anywhere LLC	Fee / Joy v. Crossroads Trading Co. - 20231020	COSTS:Filing Fees	Accounts Payable	133.89		1,995.24
08/01/2024	Bill	337478	No	Case Anywhere LLC	System Access Fee / Joy v. Crossroads Trading Co. - 20231020	ADVANCED COSTS:Filing Fees	Accounts Payable	147.00		2,142.24
08/15/2024	Bill	10195841	No	COMMERCIAL PROCESS	Joy v. Crossroads Trading Co. - 20231020	ADVANCED COSTS:Filing Fees	Accounts Payable	13.34		2,155.58
08/19/2024	Bill	10217802	No	COMMERCIAL PROCESS	Joy v. Crossroads Trading Co. - 20231020	ADVANCED COSTS:Filing Fees	Accounts Payable	17.66		2,173.24
Total for Joy v. Crossroads Trading Co. - 20231020								\$ 2,173.24		
TOTAL								\$ 2,173.24		\$ 2,173.24