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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JORGE PENA, individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

MAINTENANCE SUPPLY HEADQUARTERS,
LP, a corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23STCV04255
[Consolidated with Case No. 23STCV17380]

PAGA REPRESENTATIVE ACTION

*[Assigned to: Hon. Timothy Patrick Dillon,
Dept. 15]*

**DECLARATION OF MARCUS J.
BRADLEY IN SUPPORT OF
PLAINTIFFS' MOTION TO APPROVE
PAGA SETTLEMENT**

Approval Hearing Date
Date: February 10, 2026
Time: 10:00 a.m.
Dept.: 15

Complaint Filed: February 27, 2023
FAC Filed: March 15, 2023
SAC Filed: June 1, 2023
TAC Filed: November 17, 2025
Trial Date: Not set

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I, Marcus J. Bradley, declare as follows:

I am an attorney at Bradley/Grombacher, LLP, counsel of record for Plaintiff Ignacio Gracian Lopez (“Plaintiff Lopez” or “Mr. Lopez”) in the above-captioned case. I am submitting this Declaration in support of Plaintiffs’ Motion for Approval of PAGA Settlement, request for reasonable attorneys’ fees and costs, and an enhancement award to Mr. Lopez. 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.

CASE BACKGROUND AND PROCEDURAL HISTORY

1. On February 27, 2023, Jorge Pena, a former driver for Lowe’s Pro Supply’s LA Central location, filed suit against Maintenance Supply Headquarters, LP, in the Los Angeles County Superior Court, alleging wage-and-hour violations. On March 15, 2023, Plaintiff Pena filed a First Amended complaint. On March 17, 2023, Plaintiff provided notice to the California Labor & Workforce Development Agency (“LWDA”) and Defendants of the violations described above, as required by Labor Code § 2699.3(a)(1). Pursuant to Labor Code § 2699.3(a)(2)(A), the LWDA had 65 calendar days to notify Plaintiff and Defendants whether it intended to investigate the alleged violations. However, the LWDA did not do so. On June 1, 2023, Plaintiff Pena filed a Second Amended complaint that included the PAGA action. The Pena Action stems from Defendants’ failure to pay for all hours worked (including minimum wages, straight time wages, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all earned wages twice per month, failure to maintain accurate records of hours worked and meal periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify for necessary expenditures, and failure to produce requested employment records.

2. On July 21, 2023, Ignacio Gracian Lopez, also a former driver for Lowe's Pro Supply's LA Central location, filed suit against Maintenance Supply Headquarters, LP and Lowe's Home Centers, LLC in the Los Angeles County Superior Court, alleging duplicative

1 wage-and-hour violations under PAGA on behalf of an overlapping employee population, with
2 additional claims based on failure to provide suitable seating and failure to minimize indoor
3 heat.

4 3. On February 20, 2025, this Court issued an Order consolidating these actions and
5 designating *Pena* as the lead case (the “Lawsuits”).

6 4. On November 17, 2025, Plaintiffs filed the operative Third Amended Consolidated
7 Complaint. And seeks civil penalties under PAGA on behalf of all Lowe’s employees who
8 worked at one of Lowe’s Pro Supply locations in California from March 17, 2022, through
9 February 11, 2025, alleging that Lowe’s: (1) failed to pay all overtime and minimum wages in
10 violation of Labor Code sections 510 and 1194; (2) failed to provide meal periods and meal
11 period premium pay in violation of Labor Code section 226.7; (3) failed to provide rest breaks
12 and rest break premium pay in violation of Labor Code section 226.7; (4) failed to pay all earned
13 wages twice per month in violation of Labor Code section 204; (5) failed to maintain accurate
14 records in violation of Labor Code section 1174.5; (6) failed to timely pay all earned wages and
15 final paychecks due at the time of separation of employment in violation of Labor Code sections
16 201–203; (7) failed to provide accurate wage statements in violation of Labor Code section 226;
17 (8) failed to reimburse business expenses in violation of Labor Code section 2802; (9) failed to
18 produce employment records in violation of Labor Code sections 226 and 1198.5; (10) failed to
19 provide suitable seating; and (11) failed to minimize excessive indoor heat in violation of Labor
20 Code sections 6720 and 226.7.

21 5. Maintenance Supply Headquarters, LP (operating as Lowe’s Pro Supply) merged with
22 Lowe’s Home Centers, LLC and retained the name Lowe’s Home Centers, LLC. Plaintiff Pena
23 worked for Defendants from approximately October 2019 to approximately December 2022.
24 Plaintiff Ignacio Lopez worked for Defendants from 2021 to approximately March 2024.

25 **DISCOVERY AND INVESTIGATION**

26 6. After Plaintiffs filed their complaint, the Parties engaged in extensive discussions
27 regarding the merits of the claims and the discovery needed thereon if the parties were to engage
28 in meaningful settlement discussions. On Plaintiffs’ request, Defendants produced a sampling

1 of employee timekeeping and payroll data as well as documents reflecting Defendants' policies,
2 practices and procedures during the relevant time period. Thereafter, the Parties continued to
3 engage in extensive discussions about the factual and legal strengths (and weaknesses) of the
4 claims and defenses.

5 7. On December 11, 2024, the Parties and their counsel participated in private mediation
6 with Monique Ngo-Bonnici, Esq. The settlement negotiations were at arm's length and,
7 although conducted in a professional manner, were adversarial. The Parties went into the
8 mediation willing to explore the potential for a settlement of the dispute, but each side was also
9 prepared to litigate their or its position through trial and appeal if a settlement had not been
10 reached.

11 8. Ultimately, after an all-day mediation presided over by Monique Ngo-Bonnici, the
12 Parties agreed to settle the PAGA claim for \$325,000.00, which includes all current and former
13 non-exempt employees who worked at Lowe's Pro Supply locations in California during the
14 PAGA Period.

15 9. Before the Settlement, Plaintiffs' counsel conducted an investigation into the claims
16 alleged by Plaintiffs, conducted legal research, and engaged in informal discovery. Based upon
17 the information obtained through discovery, Plaintiffs counsel was able to act intelligently and
18 effectively in negotiating the proposed Settlement

19 **EXPERIENCE OF COUNSEL**

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

23 11. Bradley/Grombacher, LLP is a national law firm with extensive experience litigating
24 wage and hour class and representative actions, as well as complex consumer class actions. Details
25 on the work, experience, and accomplishments of the firm can be found at
26 www.bradleygrombacher.com. In just the past few months, two federal district courts have
27 commented on excellent results obtained by Bradley/Grombacher LLP, attributable to our skilled
28 advocacy and determination. *See, In re Johnson & Johnson Aerosol Sunscreen Mktg., Sales Pracs.*

1 & *Prod. Liab. Litig.*, (S.D. Fla. Feb. 28, 2023) 2023 WL 2284684, at *9 (“The Court has observed
2 class counsel’s diligence, ability, and experience in pleadings and motion practice; in their
3 presentation of the settlement to this Court; and in their attention to matters of notice and
4 administration after the announcement of the settlement. The excellent job Class Counsel have
5 done for the class is also demonstrated in the benefits afforded by the Settlement.”); *Razo v. AT&T*
6 *Mobility Servs., LLC*, (E.D. Cal. Apr. 26, 2023) 2023 WL 3093845, at *24, *26 (commenting on
7 the skill class counsel displayed faced with complex issues and significant uncertainty as to the
8 viability of the claims throughout much of the case).

9 **Experience of Marcus J. Bradley Esq.**

10 12. I have been counsel for Plaintiff Lopez and the Aggrieved Employees throughout this
11 case. I am a partner at Bradley/Grombacher, LLP, which has extensive experience litigating wage
12 and hour class and representative actions as well as complex consumer class actions. Details on
13 the work, experience, and accomplishments of the firm can be found at
14 www.bradleygrombacher.com.

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

25 14. I have been responsible for all facets of class action employment and other complex
26 litigation, from pre-filing investigation through trial and appeal. Since approximately May 2000, I
27 have spent most of my time representing workers in wage and hour matters. I, along with my
28 current and former partners, have litigated these issues in class actions to favorable settlements

1 that have recouped over \$800,000,000.00 in unpaid wages, including the following more notable
2 cases:

- 3 a. *Gutierrez v. State Farm Mutual*, Los Angeles Superior Court (BC236552). Class
4 action mis-classification case seeking overtime compensation for approximately
5 2,600 insurance claims adjusters employed by State Farm. The class was certified,
6 and summary adjudication was granted as to liability in favor of the class. The case
7 settled for \$135 million just prior to trial, with final approval granted with no
8 objections filed.
- 9 b. *Bednar v. Allstate Insurance Company*, Los Angeles Superior Court (BC240813).
10 Class action mis-classification case seeking overtime compensation for
11 approximately 1,200 insurance claims adjusters employed by Allstate. The class was
12 certified and summary adjudication was granted as to liability in favor of the class.
13 The case settled for \$120 million just prior to trial, with final approval granted with
14 no objections filed.
- 15 c. *Roberts v. Coast National Insurance*, Orange County Superior Court (01CC08478).
16 Class action mis-classification case seeking overtime compensation for insurance
17 claims adjusters employed by Coast National Insurance. Certification granted, and
18 then the matter was tried before a binding arbitrator. The case settled during the
19 arbitration for an excess of \$18 million.
- 20 d. *CNA Class Action Litigation*, Los Angeles Superior Court Class (JCCP 4230). Class
21 action mis-classification case seeking overtime compensation for insurance claims
22 adjusters employed by Defendant. The case settled for \$33 million, with final
23 approval granted with no objections filed.
- 24 e. *Dotson v. Royal SunAlliance*, Orange County Superior Court (02CC01787). Class
25 action mis-classification case seeking overtime compensation for insurance claims
26 adjusters employed by Royal SunAlliance. Case settled for \$12.3 million, with final
27 approval granted with no objections filed.
- 28 f. *Parris v. Lowe's Home Improvement*, Los Angeles County Superior Court

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

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

h. *Smith/Ballard v. Wal-Mart Stores, Inc.* United States District Court for the Northern District of California (Case No. 4:06-cv-05411-SBA). Wage and hour class action seeking 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 Defendant's 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

1 behalf of approximately 70,000 employees misclassified as “trainees.”

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

5 *n. Roberts v. TJX*, United States District Court for the Northern District of California
6 (Case No. 13-CV-04731-MEJ). Wage and hour violations on behalf of approximately
7 82,000 employees. Settled for \$8.5 million.

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

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

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

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

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

26 17. I have also been honored as a Super Lawyer in the area of class actions by Los Angeles
27 Magazine for multiple years including 2025. I am also a member of a number of professional
28 organizations, including the Consumer Attorneys of Los Angeles, the Consumer Attorneys of

1 California, the California Employment Lawyers Association, and the American Association for
2 Justice.

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

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

8 19. Thereafter, Ms. Grombacher joined Marlin & Saltzman in 2010 where she focused her
9 practice almost exclusively on wage and hour, collective, and representative actions, including the
10 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 individual.

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

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

21 **Experience of Lirit A. King Esq.**

22 22. Lirit King is a sixteenth-year associate formerly at Bradley/Grombacher, LLP who also
23 worked on this case. Ms. King earned her Juris Doctor from Southwestern University. Ms. King
24 focuses her practice on employment law and is a skilled litigator. Before joining Bradley
25 Grombacher, Ms. King worked at a national law firm as a staff attorney. Ms. King has also worked
26 at plaintiff employment law firms specializing in discrimination, wage and hour, and ERISA
27 violations, acting as associate counsel and as a second chair trial attorney in numerous successful
28

1 lawsuits. Ms. King has proven to be a strong asset to the firm. Our firm's 2024 billing rate for Ms.
2 King is \$775 per hour.

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

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

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

17 24. Emilie MacLean is a former associate at Bradley/Grombacher, LLP who also worked
18 on this case. Ms. MacLean earned her Juris Doctor and Master of Dispute Resolution from
19 Pepperdine University, and her Master of Laws from the University of Toronto. For nearly 4 years,
20 prior to receiving her license to practice law in California, Ms. MacLean worked as a law clerk at
21 our firm under my supervision, where she has drafted the briefing on a number of complex legal
22 issues. Our firm's 2024 billing rate for Ms. MacLean is \$600 per hour.

23 **Experience of Fernando Valle Jr.**

24 25. Fernando Valle, Jr. received his license to practice law from the New York State Bar in
25 2023. Mr. Valle received his LL.B. degree from Middlesex University, Dubai in 2019. While in
26 law school Mr. Valle competed in the Willem C. Vis International Commercial Arbitration Moot,
27 where he collaborated in drafting the Memorandum for Claimant and presented three rounds of
28 oral arguments in Vienna, Austria. After law school, Mr. Valle apprenticed for a litigation focused

1 law firm in Dubai. From 2021 until receiving his license to practice law, Mr. Valle was a law clerk
2 at our firm under my supervision and the supervision of my partner. During that time, he drafted
3 numerous motions and pleadings on cases within the firm's employment, consumer, and data
4 breach practice areas. Our firm's 2024 billing rate for Mr. Valle is \$600 per hour.

5 26. The counsel's time spent on this case was necessary and reasonable.

6 27. The number of hours that Plaintiff's Counsel devoted to this case is reasonable. *See*,
7 *e.g.*, *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1133 (fee award should be "fully compensatory
8 [and] absent circumstances rendering the award unjust, an attorney fee award should ordinarily
9 include compensation for *all* the hours reasonably spent."); *Serrano III* (1977) 20 Cal.3d 25, 49
10 (counsel are entitled to compensation for all hours reasonably expended); *Hensley v. Eckerhart*
11 (1983) 461 U.S. 424, 435-36.

12 28. Counsel's work on this case included fact-intensive interviews with Plaintiff at the
13 beginning, middle and end of the case; the drafting and filing of pleadings; legal research on
14 complex issues; informal settlement negotiations; and drafting of the settlement papers and
15 approval motion.

16 **COUNSEL BILLING RATES ARE BASED ON THE PREVAILING MARKET RATES**
17 **AND HAVE BEEN REPEATEDLY APPROVED BY THE COURTS**

18 29. This portion of my declaration documents the reasonableness of the billing rates
19 charged by my firm in this case.

20 30. Our lodestar for this case is based on our law firm's billing rates for the second half of
21 2025. Our 2025 rates are the same as our rates for 2024 with the exception of two junior associates,
22 who were formerly law clerks with the firm.

23 31. We set the billing rates of our attorneys and paralegals/law clerks through a process of
24 continual monitoring of prevailing market rates charged by both defense and plaintiffs' law firms,
25 for individuals with similar levels of skill and experience who are doing comparable work as our
26 attorneys and staff. We gather this information from surveys, the review of other fee applications,
27 and conversations with attorneys in the relevant billing market. We set the billing rates for our firm
28

1 to be consistent with the prevailing market rates in the private sector for attorneys and staff of
2 comparable skill, qualifications, and experience.

3 32. In my experience, fee awards are almost always determined based on current rates, i.e., the
4 attorney's rate at the time when a motion for fees is made, rather than the historical rate at the time the
5 work was performed. This is a common and accepted practice that provides some compensation to
6 attorneys for the delay in being paid. See *Graham v. DaimlerChrysler* (2004) 34 Cal.4th 553, 583; *Robles*
7 *v. Employment Development Dept.*, 38 Cal.App.5th 191, 205 (2019).

8 33. In cases where compensation is contingent on success, attorneys reasonably expect to receive
9 significantly higher effective hourly rates, particularly where, as in this case, the result is uncertain. As
10 the case law recognizes, this does not result in any undue "bonus" or "windfall." In the legal marketplace,
11 a lawyer who assumes a significant financial risk on behalf of a client reasonably expects that his or her
12 compensation will be significantly greater than if no risk was involved (for example, if the client paid the
13 bill on a monthly basis), and that the greater the risk, the greater the "enhancement." As Judge Virginia
14 Phillips in the Central District of California has stated, "Adjusting court-awarded fees upward in
15 contingent fee cases to reflect the risk of recovering no compensation for hundreds of hours of work
16 makes those fee awards consistent with the legal marketplace, and in so doing, helps to ensure that
17 meritorious cases will be brought to enforce important public interest policies and that clients who have
18 meritorious claims, but lack financial resources, will be better able to obtain qualified counsel." *Jeter-*
19 *Polk v. Casual Male Store, LLC*, (C.D. Cal. Mar. 4, 2016) 2016 WL 9450452, at *8.

20 34. Thus, the billing rates of our firm are well within the range of current market rates in the Los
21 Angeles-Riverside Area.

22 BILLING PRACTICES AND LODESTAR

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

26 36. The following chart provides a summary of the billing rates and hours worked by the
27 attorneys at our firm through December 3, 2025:

Name and Title of Professional	Bar Admission Date	Hours	Rate (2024)	Lodestar
<i>Partners</i>				
Marcus Bradley	1994	54	\$1050	\$56,700
<i>Associates</i>				
Lirit King	2007	10	\$850	\$8,500
Leslie Joyner	2009	4.40	\$850	\$3,740
Emilie MacLean	2023	18	\$600	\$10,800
Fernando Valle	2023	3.40	\$600	\$2,040
TOTAL HOURS AND LODESTAR FOR BRADLEY GROMBACHER		89.8		\$81,780

37. 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

38. 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 or the Aggrieved Employees any fees or costs to litigate and bring this case to a successful conclusion. In addition to attorneys' fees, referenced above, our offices have to date incurred \$6,500.90 in out-of-pocket costs, 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 Plaintiff and the Aggrieved Employees in this matter.

COSTS

39. Plaintiff Lopez has incurred costs of the suit of approximately \$6,500.90 as of December 3, 2025. **Exhibit 1** is a ledger identifying each individual charge incurred by our firm

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

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

5 41. 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 42. These expenses were necessary to the prosecution and successful resolution of the case.

8 **PROPOSED SERVICE AWARD**

9 43. Plaintiff Lopez devoted his time and provided an invaluable service to the prosecution
10 of this case. He worked with us regularly, providing important information, documents, and insight
11 regarding Defendant's policies and practices. He was also actively involved discussions regarding
12 the resolution of this matter and approved the settlement terms on behalf of himself and the
13 Aggrieved Employees.

14 44. Mr. Lopez has also submitted a declaration attesting to his service in support of the
15 service award he is seeking and in support of approval of the settlement generally.

16 45. In light of Mr. Lopez's specific efforts and the favorable impact on the litigation that
17 resulted from those efforts, we are proposing a \$10,000 service award for him.

18 46. We believe that the service award to Mr. Lopez fairly reflects the time, risks, and
19 contributions he made to achieve this settlement on behalf of the State of California and the
20 Aggrieved Employees.

21 47. Moreover, as part of the settlement agreement, Mr. Lopez released any and all claims
22 he had against Defendant, not just those relating to this case. This release is broader than that which
23 applies to the other Aggrieved Employees.

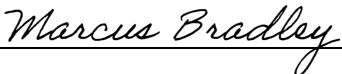
24 **EXHIBITS**

25 Attached as **Exhibit 1** to the Declaration is a true and correct copy of a cost bill for the
26 various costs that our firm has incurred in this case, which we ran on December 3, 2025, based
27 on our firm's accounting records.

28 ///

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

3 Executed on December 3, 2025, in Westlake Village, California.
4

5 _____

6 Marcus J. Bradley, Esq.
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EXHIBIT 1

BRADLEY GROMBACHER LLP
Transaction Report
All Dates

	Date	Transact ion Type	Num	Adj	Name	Memo/Description	Account	Split	Debit	Credit	Balance
Maintenance Supply Headquarters - 20230303/651649											
	04/26/2023	Expense	LWDA-CM-951121-23	No	LWDA	Maintenance Supply Headquarters - 20230303	ADVANCED COSTS:Filing Fees	Kiley - VS 1305	75.00		75.00
	04/27/2023	Bill	7483644	No	Commercial Process	Maintenance Supply Headquarters - 20230303	ADVANCED COSTS:Filing Fees	Accounts Payable	1,494.20		1,569.20
	06/15/2023	Bill	VN208261A-01	No	Commercial Process	Court eFiling / Maintenance Supply Headquarters - 20230303	ADVANCED COSTS:Filing Fees	Accounts Payable	196.35		1,765.55
	06/15/2023	Bill	VN208261B-01	No	Commercial Process	Court eFiling / Maintenance Supply Headquarters - 20230303	ADVANCED COSTS:Filing Fees	Accounts Payable	191.35		1,956.90
	07/26/2023	Bill	7914092	No	Commercial Process	Court eFiling / Maintenance Supply Headquarters - 20230303	ADVANCED COSTS:Filing Fees	Accounts Payable	464.68		2,421.58
	07/26/2023	Bill	7932333	No	Commercial Process	Court eFiling / Maintenance Supply Headquarters - 20230303	ADVANCED COSTS:Filing Fees	Accounts Payable	12.31		2,433.89
	07/27/2023	Bill	7939458	No	Commercial Process	Court eFiling / Maintenance Supply Headquarters - 20230303	ADVANCED COSTS:Filing Fees	Accounts Payable	16.63		2,450.52
	08/03/2023	Bill	7973338	No	Commercial Process	Maintenance Supply Headquarters - 20230303/651649	ADVANCED COSTS:Filing Fees	Accounts Payable	12.31		2,462.83
	12/28/2023	Bill	8816773	No	Commercial Process	Maintenance Supply Headquarters - 20230303/651649	ADVANCED COSTS:Filing Fees	Accounts Payable	16.63		2,479.46
	01/26/2024	Bill	8969579	No	Commercial Process	Maintenance Supply Headquarters - 20230303/651649	ADVANCED COSTS:Filing Fees	Accounts Payable	17.66		2,497.12
	02/07/2024	Expense	PA-2024-260566975	No	LA Superior Court	Maintenance Supply Headquarters - 20230303/651649	ADVANCED COSTS:Court Costs	Mark - VS 8655	4.00		2,501.12
	04/03/2024	Expense	PA-2024-267454393	No	LA Superior Court	Maintenance Supply Headquarters - 20230303/651649	ADVANCED COSTS:Court Costs	Mark - VS 8655	4.00		2,505.12
	06/27/2024	Bill	VN218593-01	No	Commercial Process	Maintenance Supply Headquarters - 20230303/651649	ADVANCED COSTS:Filing Fees	Accounts Payable	155.00		2,660.12
	06/28/2024	Bill	9912557	No	Commercial Process	Maintenance Supply Headquarters - 20230303/651649	ADVANCED COSTS:Filing Fees	Accounts Payable	17.66		2,677.78
	09/30/2024	Bill	10458888	No	Commercial Process	Maintenance Supply Headquarters - 20230303/651649	ADVANCED COSTS:Filing Fees	Accounts Payable	38.26		2,716.04
	12/04/2024	Expense	PR35830	No	Signature Resolution, LLC	Maintenance Supply Headquarters - 20230303/651649	ADVANCED COSTS:Mediation Costs	AMEX:CC - 4002(MB)	3,745.00		6,461.04
	02/19/2025	Bill	11353693	No	Commercial Process	Maintenance Supply Headquarters - 20230303/651649	ADVANCED COSTS:Filing Fees	Accounts Payable	39.86		6,500.90
Total for Maintenance Supply Headquarters - 20230303/651649									\$ 6,500.90		
TOTAL									\$ 6,500.90		\$ 6,500.90

PROOF OF SERVICE

Penq v. Maintenance Supply Headquarters, LP, et al.
23STCV04255

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017; and my electronic service address is rebecca.padilla@wilshirelawfirm.com.

On December 3, 2025, I served the foregoing **DECLARATION OF MARCUS J. BRADLEY IN SUPPORT OF PLAINTIFFS' MOTION TO APPROVE PAGA SETTLEMENT** on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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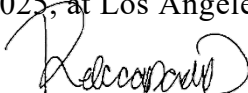
Attorneys for Defendants
Maintenance Supply Headquarters, LP and
Lowe's Home Centers, LLC

1 (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the
2 State of California Labor and Workforce Development Agency Online Filing Site.

3 (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
4 to accept electronic service, I caused the documents to be sent to the persons at the
5 electronic service addresses listed above via third-party cloud service
6 **CASEANYWHERE.**

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct.

9 Executed on December 3, 2025, at Los Angeles, California.

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Rebecca Padilla