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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

RUBEN HERNANDEZ, PATRICK JOSEPH
NEIMS, ARTURO RAMIREZ, AND MIGUEL
MORENO, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

NEOVIA LOGISTICS SERVICES, LLC, a
Delaware Limited Liability Company;
NEOVIA LOGISTICS DISTRIBUTION, LP, a
Delaware Limited Partnership; and DOES 1
through 100,

Defendants.

Case No.: CIVSB2305867

*[Assigned for all purposes to the Hon. Tony
Raphael, Dept. S36]*

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

Date: January 24, 2025

Time: 8:30 a.m.

Dept.: S36

Action Filed: March 2, 2023

Trial Date: None

AEGIS LAW FIRM, PC

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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 Miguel Moreno (“Plaintiff Moreno” or “Mr. Moreno”) 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.

SUMMARY OF FEES AND COSTS SOUGHT

2. Plaintiffs are seeking a total attorneys' fee award of \$983,333.33. Plaintiff Moreno's attorneys are seeking reimbursement of actual out-of-pocket costs of \$4,380.10. As of December 19, 2024, the total lodestar for Bradley/Grombacher, LLP in prosecuting and resolving the class claims in this action is \$46,730.00.

3. In addition, our lodestar of \$46,730.00 does not include the work we will perform after December 19, 2024, such as attending the hearing on the Motion for Final Approval, effectuating the settlement, working with the Administrator, and communicating with Class Members.

EXPERIENCE OF COUNSEL

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

5. I personally have represented Plaintiffs in employment and consumer class actions since I began practicing law in 1994. In 2000, I joined Mazursky, Schwartz & Angelo as an associate and became a partner in January 2005 at which time the firm was renamed Schwartz, Daniels & Bradley. I remained as a partner at Schwartz, Daniels & Bradley handling primarily wage and hour class actions until the dissolution of the firm effective December 31, 2008. In January 2009, I moved my existing practice transferring a number of wage and hour cases and became a partner with the law

1 firm of Marlin & Saltzman, a long-established firm with whom I had been co-counsel on dozens of
2 wage and hour class actions during my tenure at Schwartz, Daniels & Bradley. On September 1, 2016,
3 I formed Bradley/Grombacher, LLP along with a former associate at Marlin & Saltzman, Kiley
4 Grombacher.

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

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

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

20 c. *Roberts v. Coast National Insurance*, Orange County Superior Court (01CC08478).
21 Class action mis-classification case seeking overtime compensation for insurance claims
22 adjusters employed by Coast National Insurance. Certification granted, and then the matter
23 was tried before a binding arbitrator. The case settled during the arbitration for an excess of
24 \$18 million.

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

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

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

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

13 h. *Smith/Ballard v. Wal-Mart Stores, Inc.* United States District Court for the Northern
14 District of California (Case No. 4:06-cv-05411-SBA). Wage and hour class action seeking
15 unpaid vacation and personal time, unpaid wages, and related penalties on behalf of over
16 245,000 employees. The action was certified and settled for \$86 million while Defendant's
17 appeal of the certification was pending in the Ninth Circuit Court of Appeals.

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

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

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

1. *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.

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

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

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

9. I have also been honored as a Super Lawyer in the area of class actions by Los Angeles

1 Magazine for multiple years including 2025. I am also a member of a number of professional
2 organizations, including the Consumer Attorneys of Los Angeles, the Consumer Attorneys of
3 California, the California Employment Lawyers Association, and the American Association for
4 Justice. My 2022 billing rate is \$950 an hour.

5 10. Lirit King is an eighteen-year associate formerly at Bradley/Grombacher, LLP who
6 also worked on this case. Ms. King earned her J.D. from Southwestern University. Ms. King focuses
7 her practice on employment law. Before joining Bradley/Grombacher, LLP, Ms. King worked at a
8 national law firm as a staff attorney. Ms. King has also worked at Plaintiffs employment law firms
9 specializing in discrimination, wage and hour, and ERISA violations, acting as associate counsel and
10 as a second chair trial attorney in numerous successful lawsuits.

11 **COUNSEL'S BILLING RATES ARE BASED ON THE PREVAILING MARKET RATES AND**
12 **HAVE BEEN REPEATEDLY APPROVED BY THE COURTS**

13 11. This portion of my declaration documents the reasonableness of the billing rates charged
14 by my firm in this case.

15 12. Our lodestar for this case is based on our law firm's billing rates for the second half of
16 2024. We set the billing rates of our attorneys and paralegals/law clerks through a process of continual
17 monitoring of prevailing market rates charged by both defense and Plaintiffs' law firms, for individuals
18 with similar levels of skill and experience who are doing comparable work as our attorneys and staff. We
19 gather this information from surveys, the review of other fee applications, and conversations with attorneys
20 in the relevant billing market. We set the billing rates for our firm to be consistent with the prevailing
21 market rates in the private sector for attorneys and staff of comparable skill, qualifications and experience.

22 13. Federal and state courts in California have consistently approved the rates charged by
23 Bradley Grombacher, LLP. See, e.g., *Hector Avina v. Shultz Steel Company* (Los Angeles County Super.
24 Ct. August 4, 2022) Case No. 20STCV18569 (approving 2021 rates); *Garcia v. XPO Logistics Freight,*
25 *Inc.*, (San Bernardino County Super. Ct. April 19, 2021) Case No. CIVDS2015538 (approving 2020 rates);
26 *Smith v. Hoag Memorial Hospital* (Orange County Super. Ct. Mar. 6, 2020) Case No. 30-2017-00952013
27 (approving 2019 rates); *Haro v. Laboratory Corp. of America*, (C.D. Cal. Nov. 18, 2020) Case No. 2:18-
28 cv-09091-AB-RAO (approving 2019 rates); *Maldonado v. Dayton Superior Corp.* (Riverside County

Super Ct. September 10, 2019) Case No. RIC1615240 (approving 2018 rates). Over the years, there are many other decisions approving our attorneys' billing rates using either a lodestar-multiplier approach and/or a percentage of the recovery approach with a lodestar-multiplier cross-check.

BILLING PRACTICES AND LODESTAR

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

15. The following chart provides a summary of the billing rates and hours worked by the attorneys at our firm through December 19, 2024:

Name and Title of Professional	Bar Admission Date	Hours	Rate (2022)	Lodestar
<i>Partners</i>				
Marcus Bradley	1994	36	\$975	\$35,100.00
<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		60		\$46,730.00

CONTINGENT RISK

16. 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 Moreno 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 \$4,380.10 in out-of-pocket

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

1 costs and litigation expenses, which we have not yet recouped. During the course of this litigation, we also
2 had to forego requests by other prospective clients to bring other cases with merit to ensure that we could
3 continue to adequately and successfully represent the Plaintiffs and the Class in this matter.

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

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

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

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

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

28 22. In sum, the result after trial and appeals was highly uncertain, except for the fact that it

1 would potentially mean years of delay. In the face of this uncertainty, we remained committed to the cause
2 and ultimately secured a strong class action settlement for the class.

3 COSTS

4 23. Plaintiff Moreno has incurred costs of suit of approximately \$4,380.10 as of December 19,
5 2024. Exhibit 1 is a ledger identifying each individual charge incurred by our firm in this action. The date
6 corresponding to each individual charge may reflect the date the charge was entered into our accounting
7 system, rather than the date when the charge occurred.

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

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

12 26. These expenses were necessary to the prosecution and successful resolution of the case.

13 PROPOSED SERVICE AWARD

14 27. Plaintiff Moreno devoted his time and provided an invaluable service to the prosecution of
15 this case. He worked with us regularly, providing important information, documents, and insight regarding
16 Defendants' policies and practices. He also sat for a full day deposition and was actively involved in
17 discussions regarding the resolution of this matter and approved the settlement terms on behalf of himself
18 and the class.

19 28. Mr. Moreno is committed to be a named representative, even though he faced the risk that
20 bringing his case could potentially hurt his future employment possibilities and that Defendants may seek
21 to recover their costs against him if this case was unsuccessful.

22 29. Mr. Moreno has submitted a declaration attesting to his service in support of Plaintiffs'
23 Motion for Final Approval. He has also submitted a declaration in support of preliminary approval.

24 30. In light of Mr. Moreno's specific efforts and the favorable impact on the litigation that
25 resulted from those efforts, we are proposing a \$5,000.00 service award for him. We believe that the
26 service award to Mr. Moreno fairly reflects the time, risks, and contributions he made to achieve this
27 settlement on behalf of the class.

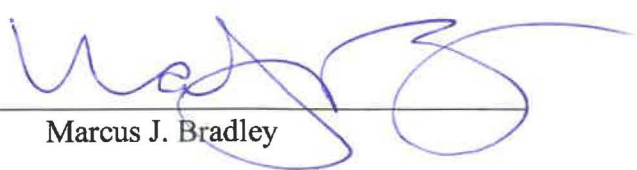
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EXHIBITS

31. Attached as Exhibit 1 to this Declaration is a true and correct copy of a cost bill for the various costs that Bradley Grombacher, LLP has incurred in this case, which we ran on December 19, 2024, based on our firm's accounting records.

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 December 20, 2024, in Westlake Village, California.



Marcus J. Bradley

EXHIBIT 1

BRADLEY GROMBACHER LLP
Transaction Report
All Dates

Transaction Type		Date	Num	Adj	Name	Memo/Description	Account	Split	Debit	Credit	Balance
Neovia - 20230817	Expense	09/21/2023	LWDA-CM-092811-23	No	LWDA	Neovia - 20230817	ADVANCED COSTS:Filing Fees	Kiley - VS 1305	75.00		75.00
	Expense	09/22/2023	9617333	No	BOSCO LEGAL SERVICES INC	Neovia - 20230817	ADVANCED COSTS:Filing Fees	AMEXCC - 4002(MB)	1,701.40		1,776.40
	Bill	10/24/2023	VN212151-01	No	COMMERCIAL PROCESS	Neovia - 20230817	ADVANCED COSTS:Filing Fees	Accounts Payable	186.90		1,963.30
	Bill	10/24/2023	VN212152-01	No	COMMERCIAL PROCESS	Neovia - 20230817	ADVANCED COSTS:Filing Fees	Accounts Payable	86.90		2,050.20
	Expense	12/02/2023		No	BOSCO LEGAL SERVICES INC	Neovia - 20230817	ADVANCED COSTS:Filing Fees	AMEXCC - 4002(MB)	1,100.00		3,150.20
	Expense	12/02/2023		No	BOSCO LEGAL SERVICES INC	Neovia - 20230817	ADVANCED COSTS:Filing Fees	AMEXCC - 4002(MB)	599.30		3,749.50
	Expense	12/07/2023	10040023	No	BOSCO LEGAL SERVICES INC	Neovia - 20230817 // Ntc of Remand and Req for CMC	ADVANCED COSTS:Filing Fees	AMEXCC - 4002(MB)	105.95		3,855.45
	Bill	12/19/2023	VN213609-01	No	COMMERCIAL PROCESS	Neovia - 20230817	ADVANCED COSTS:Filing Fees	Accounts Payable	162.10		4,021.55
	Bill	12/19/2023	VN213609-01	No	COMMERCIAL PROCESS	Neovia - 20230817	ADVANCED COSTS:Filing Fees	Accounts Payable	92.15		4,113.70
	Expense	02/20/2024	10507772	No	BOSCO LEGAL SERVICES INC	Neovia - 20230817 - Request for Post-Remand CMC	ADVANCED COSTS:Filing Fees	AMEXCC - 4002(MB)	131.95		4,245.65
	Expense	02/28/2024	10507772	No	BOSCO LEGAL SERVICES INC	Neovia - 20230817 - Request for Post-Remand CMC	ADVANCED COSTS:Filing Fees	AMEXCC - 4002(MB)	109.95		4,355.60
	Expense	02/28/2024	10507772	No	BOSCO LEGAL SERVICES INC	Neovia - 20230817 - Courtesy Copy of Request for Post-Remand CMC	ADVANCED COSTS:Filing Fees	AMEXCC - 4002(MB)	22.00		4,377.60
	Expense	03/08/2024	204222117	No	San Bernardino Superior Court	Neovia - 20230817 - Order granting post-remand CMC	ADVANCED COSTS:Court Costs	Kiley - VS 6077	2.50		4,380.10
	Total for Neovia - 20230817									\$ 4,380.10	
	TOTAL									\$ 4,380.10	

Wednesday, Dec 11, 2024 12:08:15 PM GMT-8 - Accrual Basis