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Additional Counsel on Next Page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

DONNA BRADLEY, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

APARTMENT MANAGEMENT
CONSULTANTS, L.L.C., a limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 24CV002090

**DECLARATION OF DONNA BRADLEY IN
SUPPORT OF PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 16, 2026
Time: 8:30 a.m.
Judge: Hon. Ian A. Rivamonte
DEPT.: 14

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DECLARATION OF DONNA BRADLEY

I, Donna Bradley, declare as follows:

1. I am a competent adult, over the age of eighteen, and a Class Representative Plaintiff in the matter *Bradley v. Apartment Management Consultants, L.L.C. et al.* The following declaration is based on my personal knowledge and, if called as a witness, I could and would competently testify thereto.

2. I was previously employed by Apartment Management Consultants, LLC (“AMC” or the “Company”) a Property Manager during the approximate period of June 13, 2018, to on or about May 2, 2024. For the entirety of my employment, I worked as an hourly, non-exempt employee.

3. When I worked for Defendant, I experienced the same pay and workplace practices at issue in this lawsuit. These included working without being paid for all my time, including overtime; not receiving all required meal and rest breaks or additional pay when breaks were not provided; not being reimbursed for necessary work expenses; being underpaid for sick leave; receiving inaccurate wage statements; and not receiving all wages owed to me during my employment and when my employment ended.

4. AMC regularly required me and other hourly employees with whom I worked to perform work outside our scheduled hours without recording or being paid for all that time. Although employees were generally scheduled to work normal business hours, our responsibilities often continued beyond those hours. As a Property Manager, I also had significant administrative responsibilities that took a great deal of time to complete.

5. The demands from management and residents often prevented me from taking uninterrupted meal and rest breaks. Even when I took a break, I was expected to continue monitoring my phone or walkie-talkie for calls, assignments, and instructions from supervisors. As a result, I was not fully relieved of my work responsibilities during those breaks. I observed the same demands being placed on other hourly employees.

6. I earned and used sick leave while working for AMC. When AMC paid me for sick leave, it calculated my pay using only my base hourly rate and did not include the

nondiscretionary incentive pay I had earned. As a result, I was underpaid for my sick leave.

7. I also had to use my personal cell phone to perform my work. This caused me to incur cell phone expenses for AMC's benefit, but AMC did not reimburse me for those expenses.

8. Because AMC did not pay me all the wages I earned, my wage statements did not accurately show my gross wages, net wages, or all applicable hourly rates. When my employment ended, AMC still owed me some of these unpaid wages and did not include them in my final pay.

9. I understand that I brought this lawsuit not only for myself, but also on behalf of other employees who were affected by the same practices. I did not make the decision to bring a class action lightly. I knew the lawsuit could draw attention and affect how others viewed me professionally, including the possibility that I could be seen as difficult or confrontational. I also understood that future employers might learn that I had sued AMC and that this could affect my employment opportunities or working relationships. Despite those concerns, I believed it was important to take action to address practices that affected many employees.

10. From the beginning of the case, I understood that, if the case were unsuccessful, I could be responsible for some of AMC's litigation costs. I accepted that risk. I also understood that pursuing only my individual claims likely would have been faster and involved less financial risk than pursuing a class action, but it would not have addressed the issues affecting other employees.

11. I understand that, as the Class Representative, I must act in the best interests of the Class and not only in my own interests. I am not aware of any conflict between my interests and the interests of the other Class Members that would prevent me from fairly representing them.

12. Throughout this case, I have been willing to assist my attorneys, and I will continue to make myself available for trial or any other proceedings if necessary. I made it a priority to remain actively involved because I wanted to represent the Class to the best of my ability. I estimate that I have spent at least 15 hours working on this case. This time included: (1) participating in numerous telephone conferences with my attorneys and their staff to discuss the

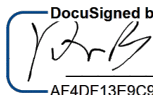
1 case and review documents; (2) providing my attorneys with information and documents
2 concerning AMC and my employment; (3) making myself available by telephone during the
3 mediation; (4) reviewing documents filed in the case, including the PAGA notice and the
4 complaints; and (5) reviewing and signing the Joint Stipulation and Settlement Agreement
5 (“Settlement Agreement”).

6 13. Before signing the Settlement Agreement, I read it and discussed its terms with
7 my attorneys. I believe the Settlement is fair and provides a meaningful recovery for the Class. I
8 am proud that I had the opportunity to represent the Class and help obtain a recovery for other
9 employees.

10 14. I respectfully ask the Court to preliminarily approve the Settlement, including
11 the provision allowing me to request an Enhancement Award of up to \$10,000 at final approval. I
12 believe that amount fairly recognizes the time and effort I devoted to the case, the assistance I
13 provided, and the personal and professional risks I accepted. As part of the Settlement, I am also
14 giving AMC a general release that covers a broader range of claims than the release applying to
15 other Class Members.

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

18 Executed on this 16th day of September 2026, at Las Vegas, Nevada.

19 DocuSigned by:
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