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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 KRISTEN M. AGNEW 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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I, Kristen M. Agnew, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiffs Bradley (“Plaintiff Bradley”), Marylourdes Hormigas, Joe Castro and Kevin Nikaido (collectively, “Plaintiffs”). I have personal knowledge of the facts set forth below and if called to testify I could do so competently.

PROCEDURAL HISTORY

2. From the inception of the case, Class Counsel has zealously represented the interests of the Class. I have no conflicts with the Class and will adequately represent the Class.

3. On May 9, 2024, Plaintiff Bradley filed a written notice with the California Labor Workforce Development Agency (“LWDA”) alleging that Apartment Management Consultants, LLC (“Defendant” or “AMC”) violated Labor Code sections 201, 202, 203, 226(a), 246, pursuant to Labor Code section 2699 (“Bradley PAGA Notice”). More specifically, Plaintiff Bradley alleged that whenever AMC paid sick time pursuant to Labor Code section 246, it calculated sick pay at the employee’s base hourly rate rather than at the “regular rate of pay,” which would include all forms of non-discretionary incentive wages. Plaintiff Bradley further alleged that AMC failed to properly calculate sick pay using the alternative statutory method—dividing the employee’s total wages, excluding overtime premium pay, by the total hours worked over all pay periods of the prior 90 days of employment. As a result, employees were underpaid for sick time, and AMC failed to timely pay all wages due upon separation of employment, in violation of Labor Code sections 201, 202, and 203. Moreover, due to these underpayments, the PAGA statements issued to employees failed to accurately identify the correct gross wages earned, net wages earned, and applicable hourly rates of pay, in violation of Labor Code sections 226(a)(1), 226(a)(2), and 226(a)(9). Attached hereto as **Exhibit 1** is a true and correct copy of the Bradley PAGA Notice.

4. On May 21, 2024, Plaintiff Bradley filed a class action complaint against Defendant in the matter of *Donna Bradley v. Apartment Management Consultants, LLC* (Monterey County Superior Court, Case No. 24CV002090) (“*Bradley Class Action*”). In the *Bradley Class Action*,

1 she alleged causes of action for: (1) failure to pay all wages due at the time of termination of
2 employment; (2) failure to issue accurate and itemized wage statements; and (3) failure to pay all
3 sick wages at employees' regular rate of pay.

4 5. On or about June 24, 2024, AMC filed an Answer to Plaintiff Bradley's class action
5 compliant, stating its general denial of all facts and allegations of the complaint, and setting forth
6 its affirmative defenses.

7 6. On July 22, 2024, Plaintiff Bradley initiated the related matter of *Donna Bradley v.*
8 *Apartment Management Consultants, LLC* (Monterey County Superior Court, Case No.
9 24CV003056) ("*Bradley* PAGA Action"). In the *Bradley* PAGA Action, she alleged representative
10 PAGA claims based on the violations identified in the PAGA Notice.

11 7. On September 10, 2024, Plaintiff Bradley propounded targeted written discovery
12 for the purposes of class certification. The discovery sought documents pertaining to Defendant's
13 policies related to the calculation of the regular rate of pay used to pay sick pay wages, and
14 information regarding numerosity. Defendant served objections to the discovery, on January 15,
15 2024. In the process of meeting and conferring on the discovery, Plaintiff Bradley and Defendant
16 agreed to redirect their efforts to exploring the possibility of early mediation.

17 8. Ultimately, Plaintiffs and Defendant (collectively, the "Parties") agreed to
18 participate in a global mediation of the *Bradley* Class Action, *Bradley* PAGA Action, *Marylourdes*
19 *Hormigas, et al. v. DKD Property Management Company, et al.* (Solano County Superior Court,
20 Case Number FCS054927) ("*Hormigas* PAGA Action"), *Kevin Nikaido v. Apartment*
21 *Management Consultants, LLC, et al.* (Contra Costa County Superior Court, Case No. C24-00721)
22 ("*Nikaido* Class Action"), and *Kevin Nikaido v. Apartment Management Consultants, LLC, et al.*
23 (Contra Costa County Superior Court, Case No. C24-01530) ("*Nikaido* PAGA Action")
24 (collectively, the "Actions").

25 9. On October 15, 2025, Plaintiffs and Defendant participated in a global mediation
26 with mediator Daniel Turner, an experienced wage and hour class action mediator. As a result of
27 this mediation, on November 3, 2025, Daniel Turner issued a global mediator's proposal to resolve
28 the Actions, which was ultimately accepted by all Parties on November 7, 2025. The mediation

1 and all subsequent settlement negotiations were conducted at arms' length.

2 10. To effectuate the settlement, Plaintiff Bradley and Defendant stipulated to the filing
3 of the First Amended Class and Representative Action Complaint for the purpose of: (i) adding
4 Marylourdes Hormigas and Kevin Nikaido as additional named plaintiffs; (ii) adding counsel for
5 Ms. Hormigas and Mr. Nikaido as additional counsel; and (iii) incorporating the claims alleged in
6 the *Hormigas* PAGA Action, *Bradley* PAGA Action, *Nikaido* Class Action, and *Nikaido* PAGA
7 Action which were not already pled in the *Bradley* Class Action.

8 11. On August 24, 2026, Plaintiffs filed the operative First Amended Class and
9 Representative Action Complaint. In the amended Complaint, Plaintiffs allege that AMC engaged
10 in a pattern and practice of: (a) failing to pay employees for all hours worked, in violation of Labor
11 Code sections 1194, 1197, and 1197.1; (b) failing to pay overtime wages for hours worked in
12 excess of eight (8) hours in a workday, forty (40) hours in any workweek, and/or for the first eight
13 (8) hours worked on the seventh day of work in any one workweek, in violation of Labor Code
14 sections 510 and 1194; (c) failing to provide compliant meal and/or rest periods, or pay premium
15 wages in lieu thereof, in violation of Labor Code sections 226.7 and 512; (d) failing to provide
16 accurate itemized wage statements and/or maintain accurate payroll records, in violation of Labor
17 Code sections 226(a), 1174, and 1775; (e) failing to pay sick pay at the regular rate of pay, in
18 violation of Labor Code sections 201, 202, 203, and 246; (f) failing to pay all earned wages upon
19 separation of employment, in violation of Labor Code sections 201, 202, and 203; (g) failing to
20 reimburse employees for work-related expenses, in violation of Labor Code section 2802; (h)
21 failing to pay minimum wages, in violation of Labor Code section 1197; (i) failing to timely pay
22 wages during employment, in violation of Labor Code section 204; (j) failing to provide notice of
23 paid sick time and accrual, in violation of Labor Code sections 246, *et. seq*; (k) making unlawful
24 deductions from wages, in violation of Labor Code section 221; and (l) engaging in unfair business
25 practices, in violation of Business and Professions Code section 17200 *et. seq*.

26 **FAIRNESS OF THE SETTLEMENT**

27 12. The terms of the class-wide settlement are set forth in the Joint Stipulation and
28 Settlement Agreement (the "Settlement Agreement" or "Agreement").

1 13. In evaluating the settlement, I considered not only the potential value of the claims,
2 but also the substantial risks, expense, and delay involved in continued litigation. Plaintiffs would
3 be required to obtain and maintain class certification, prevail on the merits, establish violations
4 and damages through common proof, prove entitlement to PAGA penalties, and defend any
5 favorable result through posttrial proceedings and a likely appeal. Defendant could challenge
6 certification, dispute whether its practices violated the law, argue that individualized issues
7 prevented class-wide recovery, contest Plaintiffs' damages calculations, and seek a reduction of
8 any PAGA penalties. The settlement appropriately accounts for these uncertainties and provides
9 Class Members and PAGA Employees with a meaningful recovery now, without the risk that
10 continued litigation could result in a substantially smaller recovery—or no recovery at all—after
11 years of additional proceedings. Based on my experience and evaluation of the claims and
12 defenses, I believe the settlement is a fair, reasonable, and prudent resolution of this action.

13 **ATTORNEY EXPERIENCE**

14 14. Class Counsel has a great deal of experience in wage and hour class action
15 litigation. Diversity Law Group has been approved as class counsel in a number of wage and hour
16 class actions and have extensive litigation experience.

17 15. My qualifications are as follows: I was the 2003 recipient of the Spelman
18 Presidential Scholarship to Emory University School of Law. During law school, I was a summer
19 associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta office
20 of the Equal Employment Opportunity Commission. I received my J.D. from Emory University in
21 2006 and was admitted to the California Bar in December 2006. Following law school, I was an
22 associate at Sonnenschein from September 2006 to May 2009.

23 16. Since 2009, my primary area of practice has been employment litigation. I have
24 practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I was
25 an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then
26 senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June
27 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500
28 companies in employment litigation in both state and federal courts, as well as before government

1 agencies, including the California Department of Labor. My practice included the defense of single
2 plaintiff and multi-plaintiff lawsuits involving claims under the California Fair Employment and
3 Housing Act, the California Labor Code and the Fair Labor Standards Act. I also handled a number
4 of wage and hour class actions.

5 17. While at Ogletree and Seyfarth, I served as the lead associate on a number of wage
6 and hour class actions, including *Martha Cardenas v. Gold's Gym*, Los Angeles County Superior
7 Court Case No. BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los Angeles
8 County Superior Court Case No. BC439428; *Christopher Williams v. Allstate Insurance Co.*, Los
9 Angeles County Superior Court Case No. BC382577; *Hwang v. Caltech*, Los Angeles County
10 Superior Court Case No. BC464894; *Melissa Roberts v. Zale Delaware, Inc.*, Los Angeles
11 Superior Court Case No. BC523610; *Michael Oliver v. Konica Minolta Business Solutions U.S.A.,*
12 *Inc.*, Santa Clara County Superior Court Case No. 114-CV-263183; *Tessa Hodge v. Zale*
13 *Delaware, Inc., d/b/a Piercing Pagoda*, San Bernardino Superior Court Case No CIVVS1301632;
14 *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v. Zale Delaware Inc. et al*,
15 S.D. Cal. Case No. 3:13-cv-01565; and *Benjamin Burgess et al v. Tesoro Refining and Marketing*
16 *Company et al*, C.D. Cal. Case No. 2:10-cv-05870.

17 18. I also second chaired two jury trials where I represented the prevailing defendant.
18 Both cases involved employees who brought claims against their former employers pursuant to
19 the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*,
20 Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt & Whitney*
21 *Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909.

22 19. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time
23 handling employment cases. I primarily represent employees.

24 20. I have been approved as class counsel in numerous wage/hour class actions that
25 have been granted class certification and final approval, including: *Antonio Becerra-Mata v. PSC*
26 *Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030; *Kosal So*
27 *v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case No.
28 BC608609; *Sarah Rodriguez v. Manpower, Inc.*, Santa Clara County Superior Court Case No. 1-

1 16-CV-294904; *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa Clara
2 County Superior Court Case No. 17CV306751; *Foaad Hanna v. Equinix, LLC*, Santa Clara County
3 Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County
4 Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community Hospital*,
5 Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing*
6 *Association*, Alameda County Superior Court Case No. RG18908139; *Cody Wirbick v. Sundt*
7 *Construction, Inc.*, U.S. District Court for the Eastern District of California Case No. 2:19-cv-
8 02067-MCE-CKD; *Jose Vasquez Ruiz v. Perdue Foods, LLC*, Sonoma County Superior Court
9 Case No. SCV 264649; *Delmer Wood III v. Reeve Trucking Company Inc.*, San Joaquin Superior
10 Court Case No. STK-CV-UOE-2018-0004414; *Eric Chavez v. Converse, Inc.*, U.S. District Court
11 for the Northern District of California Case No. 15-cv-03746-NC; *Jharett Siron v. Raypak, Inc.*,
12 Ventura County Superior Court Case No. 56-2019-00527959-CU-OE-VTA; *Prexxie Pascual and*
13 *Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara Superior Court Case No. 19CV345211;
14 and *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior Court Case No. 19CV341582.

15 21. I was lead trial counsel on two bench trials, in which the plaintiffs were the
16 prevailing party. The cases are: *Esteban Palomino v. Northrop Grumman Systems Corporation*,
17 Santa Clara County Superior Court Case No. 19CV345534; and *Jose Delgado v. Taylor Farms*
18 *California, Inc.*, Monterey County Superior Court Case No. 18CV001381.

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

21 Executed on this 21st day of September, at Los Angeles, California.

22
23
24 Kristen M. Agnew
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EXHIBIT 1

DONNA BRADLEY

c/o DIVERSITY LAW GROUP, P.C.
515. S. Figueroa St., Suite 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

May 10, 2024

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: *Bradley v. Apartment Management Consultants, LLC*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly aggrieved employees against my former employer, Apartment Management Consultants, LLC (the "Company"). Specifically, I allege that the Company:

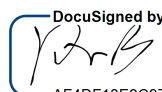
1. Violated Labor Code §§ 201-203 and 246 by failing to pay me and all similarly situated aggrieved employees sick pay at the regular rate of pay as the Company failed to include non-discretionary remuneration, including, but not limited to, commissions, into the regular rate of pay for sick pay wages. Further, as a result of such violations, the Company violated Labor Code § 226 as the wage statements failed to accurately identify the accurate rates of pay and gross/net wages earned.

The address for the Company is:

Apartment Management Consultants, LLC
1954 E. Fort Union Blvd
Suite 300
Cottonwood Heights, UT 84121

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

AF4DF13E9C974E5...
Donna Bradley

cc: Apartment Management Consultants, LLC (by certified mail)