

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)
Kyle R. Nordrehaug (SBN 205975)
Aparajit Bhowmik (SBN 248066)
2255 Calle Clara
La Jolla, California 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

ACKERMANN & TILAJEF, P.C.

Craig J. Ackermann, Esq. (SBN 229832)
cja@ackermanntilajef.com
315 South Beverly Drive, Suite 504
Los Angeles, California 90035
Telephone: (310) 277-0614
Facsimile: (310) 277-0635

EMPLOYMENT RIGHTS LAW GROUP, APC

Amir H. Seyedarshi (SBN 301656)
6380 Wilshire Boulevard, Suite 1602
Los Angeles, California 90048
Telephone: (424) 777-0964

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JACQUELYN CRANTON and KATRENA
ARNOLD, individuals, on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

GROSSMONT HOSPITAL CORPORATION, a
California Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **37-2022-00001574-CU-OE-CTL**
[Consolidated with Case No.
37-2022-00024671-CU-OE-CTL]

**DECLARATION OF CRAIG J.
ACKERMANN IN SUPPORT OF
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: March 29, 2024
Hearing Time: 9:30 a.m.

Judge: Hon. Gregory W. Pollack
Dept.: 71
Action Filed: January 13, 2022
Trial Date: Not set

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

INTRODUCTION

1. I am an attorney licensed to practice law before this Court and the federal and state courts of California, Texas, and Washington State. I am a member of the bars of the Fifth Circuit Court of Appeals, the Ninth Circuit Court of Appeals, and the United States Supreme Court. I am over 18 years of age. I have personal knowledge of the facts set forth in this declaration and could and would testify truthfully to them.

2. I am a founding shareholder in the law firm of Ackermann & Tilajef, P.C. (“A&T,” “Co-counsel” or “Plaintiffs’ Counsel”), attorneys of record (along with Blumenthal Nordrehaug Bhowmik De Blouw LLP and Employment Rights Law Group, APC) for Plaintiff Jacquelyn Cranton and Plaintiff Rena Arnold (“Plaintiffs”) and the settlement class (the “Class”) in the above-captioned matter. To my knowledge, I have no knowledge of the existence of any conflicting interests between my firm and any of its attorneys or co-counsel, Blumenthal Nordrehaug Bhowmik De Blouw LLP and Employment Rights Law Group, APC, on the one hand, and Plaintiffs or any other Class Member, on the other.

3. On May 3, 2021, my firm, along with Employment Rights Law Group, APC, filed the titled, *Cecelia Madden v. Grossmont Hospital Corporation*, San Diego County Superior Court, No. 37-2021-00019533-CU-OE-CTL. The instant action was then filed on January 13, 2022 by Blumenthal Nordrehaug Bhowmik De Blouw LLP. Shortly thereafter, my firm entered into a joint representation agreement with Blumenthal Nordrehaug Bhowmik De Blouw LLP and Employment Rights Law Group, APC for the then pending *Madden* action and instant action.

4. After engaging in productive settlement discussions, including a full-day mediation, Plaintiff and Defendant Grossmont Hospital Corporation (“Defendant”) entered into a Class Action and Settlement Agreement (the “Settlement Agreement”) resolving the claims of the proposed Settlement Class. The Settlement, conditioned on preliminary approval by this Court, seeks to fully resolve and discharge Defendant from claims brought against it in this matter. In exchange, Defendant has agreed to pay the non-reversionary Gross Settlement Amount (“GSA”) of \$5,950,000 to settle the wage-and-hour claims of the settlement class members. The Net Settlement Amount (i.e. the GSA less deductions for attorneys’ fees (up to \$1,983,333.33), litigation costs (up to \$70,000), settlement administration costs

(up to \$55,000), PAGA penalties (\$120,000), and Plaintiffs' Service Awards (totaling up to \$25,000)) will be distributed pro rata to the participating Class Member. The settlement will be distributed on a checks-cashed basis, such that all Class Members who do not affirmatively opt-out will automatically receive their settlement shares, without the need to submit a Claim Form. Based on my experience as a class action attorney with over 25 years of employment law experience, including my experience litigating and resolving other similar wage and hour Class and PAGA actions, I can attest that the settlement obtained here is fair and reasonable and in the best interests of the Class.

ATTORNEY EXPERIENCE

5. I am an attorney licensed to practice law before the federal and state courts of California, Texas, and Washington State. I have been admitted to the Fifth and Ninth Circuit Courts of Appeals. In 2018, I also became a member of the Bar of the U.S. Supreme Court. I have been practicing employment law exclusively for over 25 years. Since 2006, I have been appointed lead or co-lead class counsel in more than 500 wage and hour class actions and PAGA actions in California and Washington, in which, collectively, we and our co-counsel have recovered over \$150 million for over 300,000 class members in a variety of wage and hour class and PAGA representative actions.

6. In 1994, I received a B.A. with honors and graduated Phi Beta Kappa from the University of Texas at Austin. In 1997, I received a J.D. from the University of Texas School of Law in Austin. I became a member of the Bar of the State of Texas in 1997. I became a member of the Bar of the State of California in 2004. I became a member of the Bar of the State of Washington in 2018, as well as a member of the United States Supreme Court Bar.

7. Since 1997, I have exclusively practiced employment law and have amassed a significant amount of experience in complex employment litigation. From 1997 through 2000, I was an associate in the labor and employment law group of Jenkins & Gilchrist, P.C. ("J&G"), in the firm's Dallas, Texas office, where I represented Fortune 1000 companies, as second-chair in various employment-related matters, including class actions. While employed by J&G, I drafted a number of summary judgment motions in cases where we obtained summary judgment for the defendants, including several that were reported on Westlaw. See *Wayne v. The Dallas Morning News, Inc.*, CIV.A.No.3-98-CV-0711-L, 1999 WL 1146840 (N.D. Tex. Nov. 24, 1999) (with lead counsel, Robert E. Sheeder, Esq.); *Mieritz v. Hartford*

1 *Fire Insurance Co.*, No. Civ.A.3:99-CV-121-R, 2000 WL 422909 (N.D. Tex. April 17, 2000) (with lead
2 counsel Steve Fox, Esq.).

3 8. From 2000 through mid-2003, I worked in New York City for a plaintiffs' side
4 employment law firm, Arenson, Ditmar & Karban, where I was involved for several years, *pro hac vice*,
5 in a second-chair capacity representing 150 individually-named plaintiffs in a large sexual harassment
6 case in Hudson County New Jersey Superior Court against a major investment bank that was eventually
7 resolved after several years of intensive litigation for \$23.5 million. In mid- and late-2003, I worked in
8 the Labor and Employment Law Section of Mitchell, Silberberg & Knupp, LLP, in Los Angeles,
9 California, where I worked under the direction of several partners while awaiting my bar results on
10 various employment cases, including several large class actions.

11 9. From February 2004 through the present, I have been the founding and managing
12 shareholder of Ackermann & Tilajef, P.C. My firm and I have been appointed as class counsel in
13 numerous cases where **contested** class certification motions were fully briefed, class certification was
14 granted, and I was appointed adequate class counsel, including most recently: (1) *Martinez v. Knight*
15 *Transportation*, Case No. 1:16-cv-01730-DAD (Hon. Dale A. Drodz) (E.D.Cal. December 3, 2018)
16 (order granting Plaintiffs Motion for Class Certification certifying class of 3,800 truck drivers with
17 claims of unpaid rest breaks and non-productive time on California routes); and (2) *Moss v. USF*
18 *Reddaway, Inc.*, No. 5:15-CV-01541-JAK-FFM, (C.D. Cal. June 30, 2017) (Hon. John A. Kronstadt)
19 (Order Granting Plaintiffs Motion for Class Certification in unpaid rest break trucker class action for 540
20 line haul drivers).

21 10. On numerous occasions, U.S. federal district court judges have recognized my skill and
22 our firm's skill and expertise in the area of complex class and PAGA employment law actions and have
23 approved our firm's hourly rates. *See Johnson v. Gerdau Macsteel, Inc.*, Case No. 2:23-cv-10719-BAF-
24 CI, Docket No. 15 (Order Granting Plaintiff's Unopposed Motions for Final Approval of Class Action
25 Settlement, and Approval of Attorneys' Fees, Reimbursement of Litigation Expenses, and Enhancement
26 Award [ECF No. 15], dated February 29, 2024, wherein the Hon. Senior U.S. District Judge Bernard A.
27 Friedman of the Eastern District of Michigan, at p. 2 noted "Craig Ackermann . . . of Ackermann &
28 Tilajef, P.C. . . . satisf[ies] the adequacy requirements of Rule 23(g)") *Pagh v. Wyndham Vacation*

1 *Ownership, Inc.*, Case No. 8:19-cv-00812-JWH-ADSx, Docket No. 52 (Order Granting Plaintiffs’
2 Motion for Attorneys’ Fees and Costs [ECF No. 46], dated March 23, 2021, wherein the Honorable John
3 W. Holcomb, at p. 6 noted my “extensive experience in labor and employment litigation” and added that
4 “Mr. Ackermann’s hourly rate of \$800 is reasonable”); *Moss v. USF Reddaway, Inc.*, Case No. 5:15-cv-
5 01541-JAK-FFM, Docket No. (Order Granting Final Approval, dated July 25, 2018, where the Hon.
6 Judge John Kronstadt, at p. 13 of 15 noted that “The attorneys and paralegals who worked on this matter
7 have substantial experience in complex employment litigation ... For example, Craig Ackermann has
8 served as lead counsel or co-lead counsel in more than 200 class actions during his 21-year career ... “);
9 *Santamour v. UPS Freight, Inc.*, Case No. 2:17-cv-00196, ECF No. 33 (Order Granting Final Approval,
10 dated June 26, 2018) (the Hon. Chief Judge Thomas Rice of the Eastern District of Washington noted:
11 “The Court, based on its independent review as well as its review of the supporting documents submitted
12 by Plaintiffs, finds the rates billed by Plaintiffs’ counsel and paralegals are commensurate with the
13 prevailing rates for similar representation in the relevant market”, and approved then rate at \$717/hour);
14 *Hollis v. Union Pacific Railroad Co.*, Case No. 5:17-cv-02449-JGB-SHK, Docket No. 28 (Order
15 Granting Final Approval and Attorneys' Fees dated Sept. 19, 2018), the Hon. Jesus G. Bernal, at pp. 12-
16 13 noted that “Here, Plaintiff’s counsel ... Craig Ackermann billed \$717 /hour The Court reviewed
17 the experience of the respective. attorneys and finds the amount billed per hour to be reasonable ...”).

18 11. Notably, on January 27, 2016, after 7 years of hotly contested litigation, including class
19 certification, multiple summary judgment motions, attempted decertification, and preparation for the
20 phase 1 liability trial, the case of *Jack Morrison v. Knight Transportation, Inc.*, Tulare County Superior
21 Court, Case No. 228016, was resolved for an amount of \$2.25 million to the class of 4,100 drivers, and
22 attorney’s fees were then decided on a contested motion. On a contested fees motion, the Tulare County
23 Superior Court awarded our firm an additional \$1,125,000 in fees for our work on that case.

24 12. I have also successfully tried employment cases to verdict. In December 2012, for
25 example, I and my firm obtained a Final Judgment in the amount of \$318,913.09 in a Title VII and FEHA
26 retaliation case after a general jury verdict for the Plaintiff following a full jury trial and a successful
27 appeal to the Ninth Circuit from the district court's denial of Plaintiffs motion for attorneys' fees. *See*
28 Final Judgment, *Barrios v. Diamond Contract Services, Inc.*, Case No. 2:07-cv- 03500-CBM-FMO

(C.D. Cal. Dec. 20, 2012), ECF No. 138 (final judgment entered for Plaintiff in the amount of \$318,913.09); *see also Barrios v. Diamond Contract Services, Inc.*, 461 F. App'x 571 (9th Cir. Dec. 13, 2011) (reversing original district court judge's denial of motion for attorneys' fees).

13. Based on my experience as Class Counsel, and on my knowledge of the facts and theories of this case, as well as Defendant's defenses to class certification, and Defendant's other defenses on the merits, I believe the Parties' Settlement reached in this case is fair, just, adequate, and in the best interest of Class Members.

ATTORNEYS' FEES AND COSTS

14. Through my practice, I have gained significant experience regarding the obligations and burdens of representing a class. This knowledge has allowed me and my firm, Ackermann & Tilajef, P.C., to successfully represent plaintiffs in more than 300 class actions in the past years. As noted, numerous state and federal courts in California have found that my firm is competent and capable of representing classes similar to the one here at issue.

15. Under the terms of the Settlement Agreement, Class Counsel is requesting one-third of the \$5,950,000.00 Gross Settlement Amount agreed upon by the parties as the Settlement Amount. This fee amount is fair, reasonable and well within the range of attorneys' fees awards in numerous similar class action cases approved by various courts in California, including this court in several prior cases. It is also consistent with the California Supreme Court precedent stating that fee requests up to 1/3 of the common fund are presumptively reasonable. Moreover, if it becomes necessary to litigate this matter further, my firm and our co-counsel have the financial resources and are prepared to devote whatever time and effort are required to zealously advocate on behalf of Plaintiffs and the Class.

16. Class Counsel's request for reimbursement of litigation expenses of up to \$70,000 is also reasonable.

17. The fee splitting agreement between Plaintiffs' counsel is as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP; 25% to Ackermann & Tilajef, P.C.; and 25% to Employment Rights Law Group, APC. The named Plaintiffs have approved to the aforementioned fee-splitting agreement in writing.

I declare under penalty of perjury under the laws of the United States and the State of California

1 that the foregoing is true and correct.

2 Executed on March 4, 2024 in Los Angeles, California.

3
4 By: 
5 Craig J. Ackermann, Esq.
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28