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Attorneys for Plaintiff EVA YANEZ, on behalf of herself
and all others similarly situated

SUPERIOR COURT OF CALIFORNIA**FOR THE COUNTY OF SANTA CLARA**

EVA YANEZ, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

GARDNER FAMILY HEALTH
NETWORK, INC., a California corporation;
and DOES 1 through 10, Inclusive,

Defendants

Case No. 20CV364033

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Peter H. Kirwan

Department 19

CLASS ACTION

**DECLARATION OF EVA YANEZ
IN SUPPORT OF MOTION
FOR AN ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: TO BE ASSIGNED

Time: 9:00 a.m.

Dept: 19

Judge: Hon. Peter H. Kirwan

Complaint filed: February 24, 2020

Trial date: Not set

1 I, Eva Yanez, declare as follows:

2 1. I am the Class Representative in this lawsuit. I have personal knowledge of facts
3 in this declaration, and could competently testify to them if called as a witness.

4 2. I have and will continue to adequately represent the interest of all Class
5 Members. I understand the proposed Class is made up of an estimated 735 of Gardner's non-
6 exempt employees who were employed at any time from February 24, 2016 to March 18, 2022.

7 3. I was employed by Gardner as a Medical Assistant starting in 2003. I became a
8 Referral Clerk in 2005. On about June 27, 2019, I was told I would be terminated because I
9 made too many errors entering information. I filed a grievance about this decision, but after a
10 hearing, Gardner upheld the termination in a September 27, 2019 written decision.

11 4. After generally successful work for over 16 years, I believed my termination
12 may have been unlawful, so I also filed a complaint with the Department of Fair Employment
13 and Housing in September 2019. I believed that, although I made some errors, I did not make
14 more than my younger coworkers who were not terminated, and that my termination may have
15 been motivated by my age and my internal complaints about being treated differently.

16 5. After I stopped working for Gardner, I retained the Law Offices of Sahag
17 Majarian II, and later the law firm of Cohelan Khoury & Singer. I learned that I, and other
18 Gardner employees, may not have been paid properly and not received the rest and meal breaks
19 required by law. I agreed to become a class representative to represent others who experienced
20 similar violations working at Gardner.

21 6. My attorneys explained the duties of a class representative to me. When I
22 decided to become a class representative, I understood I was not only seeking compensation for
23 myself, but also for others who worked for Gardner. I agreed to do this for the other employees
24 who may not have been aware of their rights, or were afraid to complain to Gardner because
25 they might lose their jobs.

26 7. I understood that a lawsuit could continue for years and require my time and
27 attention during that time. I was made aware that as a class representative, I was taking the risk
28 of a judgment for Gardner's legal costs if we lost.

1 8. My attorneys discussed mediation with me to obtain additional information to
2 help prepare a brief and use in negotiations. I made myself available by phone on March 18,
3 2022, the day of mediation, for any questions by my attorneys or the mediator.

4 9. My attorneys did contact me during mediation and advised me of the settlement
5 offer. I agreed it was a good settlement for the class and I reviewed and signed a memorandum
6 of understanding.

7 10. Unlike class members who only released claims in the class action lawsuit,
8 Gardner wanted me to release all claims of any kind against them, including any claims related
9 to my termination. Because I believed I was terminated because of my age, or my complaints of
10 different treatment, I understood I may have claims for discrimination or retaliation. I believed
11 these were significant claims, but I agreed to accept \$25,000, to release those, and all other
12 claims I might have. I was advised this was less than I what I would likely receive if I filed my
13 own lawsuit for those claims, but I understood Gardner required a complete release of claims
14 from me to settle the class action lawsuit.

15 11. I understood I accepted the duty to put the interests of the class ahead of my own
16 when I agreed to be a Class Representative. I did not want to jeopardize a class settlement and I
17 understood from the mediator and my attorneys the amount offered was an excellent result for
18 the class, and I did not want to jeopardize or delay the class settlement. Because of that, I
19 agreed to a complete release of claims, including claims for discrimination and retaliation.

20 12. After a settlement was reached, a settlement agreement was sent to me. I
21 reviewed it and discussed it with my attorneys and signed.

22 13. Throughout my participation in the case, I have kept in constant contact with my
23 attorneys to obtain updates and status reports on the case and settlement.

24 14. I took my duties and responsibilities as a class representative, seriously and have
25 done all the work asked of me by my attorneys, including staying in regular contact with them.

26 15. Because of this case and risks I accepted when agreeing to bring this case as a
27 class action, there will be around 735 others who are currently or formerly employed by
28 Gardner that are eligible receive Settlement payments.

I declare under the penalty of perjury under the laws of the State of California the foregoing is true and correct and this declaration is executed November 4, 2022, at San Jose California.

