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UNITED EMPLOYEES LAW GROUP
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Attorneys for Plaintiff Evanina Alaniz, individually
and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

In re WATER WAGE AND HOUR CASES
Coordination Proceedings Special Title
(C.R.C. Rule 3.550)

Included Actions:

*Daniel Carillo-Salazar v. Watermark Services, IV,
LLC, et al.*
Orange County Superior Court
Case No. 30-2020-01126766-CU-OE-CXC

*Evanina Alaniz v. Watermark Retirement
Communities LLC, et al.,*
Los Angeles County Superior Court
Case No. 20STCV16386

*Katherine Greene v. Watermark Retirement
Properties, Inc., et al*
Monterey County Superior Court
Case No. 20CV002422

Judicial Counsel Coordination Proceedings No.
JCCP 5176

Assigned for all Purposes to the Honorable
William Claster, Dept. CX104

**DECLARATION OF KRISTY R.
CONNOLLY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 I, Kristy R. Connolly, hereby declare as follows:

2 1. I am an attorney at law licensed to practice before all of the courts of the State of
3 California. I am an associate with Aegis Law Firm, PC (“Aegis”), counsel for Plaintiff Evanina
4 Alaniz in this matter. I am thoroughly familiar with and have personal knowledge of all of the
5 facts set forth herein.

6 2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval
7 of Class Action Settlement. If called as a witness, I could and would competently testify thereto.

8 **Case History**

9 3. On April 29, 2020 Plaintiff filed this action on behalf of Defendant’s non-exempt
10 employees alleging Defendant’s (1) failure to provide meal periods; (2) failure to permit rest breaks;
11 (3) failure to provide accurate wage statements; (4) failure to pay all wages timely and upon
12 separation of employment; and (5) violation of Business and Professions Code § 17200, *et seq.*, based
13 on the preceding claims in the Superior Court of California, County of Los Angeles.

14 4. On April 30, 2020, Plaintiff’s counsel provided written notice to the LWDA and
15 Defendant regarding Defendant’s alleged Labor Code violations, as required by Lab. Code §
16 2699.3(a). The LWDA did not respond to this notice, indicating it did not intend to investigate, thus
17 allowing Plaintiff to bring a PAGA claim against Defendant. As such, on July 17, 2020, Plaintiff
18 filed a First Amended Complaint to allege a PAGA claim.

19 5. Defendant demurred to the First Amended Complaint, arguing the matter should be
20 stayed pending the outcome of the *Carillo-Salazar v. Watermark Services, IV, LLC, et al.* case. On
21 December 2, 2020, the court granted Defendant’s demurrer, except it explicitly provided Plaintiff
22 Alaniz would be allowed to file a petition for coordination.

23 6. Thereafter, Plaintiff Alaniz filed a Petition for Coordination of this action, the *Carillo-*
24 *Salazar* Action, and the *Greene* Action, which was granted by this Court on September 10, 2021.

25 7. After mediation, Plaintiff Alaniz and Plaintiff Carillo-Salazar settled with Defendants
26 and executed a Memorandum of Understanding in March of 2022 with the material terms the parties
27 had agreed to. The Parties spent the next few months negotiating the terms of the Settlement, which
28 was finalized in August of 2022.

1 **Incentive Awards**

2 8. Plaintiff Alaniz had the option to pursue her claim individually, but instead chose to
3 pursue this class action, delaying individual recovery until approval of a class action settlement.
4 Throughout the case, Plaintiff assisted counsel in locating and gathering the evidence necessary to
5 prosecute the class claims, maintained regular contact with counsel, and reviewed the Settlement
6 to make sure it was fair to the Class. None of the other Class Members had shown any interest in
7 bearing the expense and burden of litigating their own claims. No action would likely have been
8 taken by Class Members individually, and no compensation would have been recovered for them,
9 but for Plaintiff Alaniz and Carillo-Salazar's services on behalf of the Class.

10 9. The amount of Plaintiffs' requested Incentive Awards were not negotiated until after
11 the Parties agreed to the Gross Settlement Amount and many other terms.

12 10. At the final approval stage, Plaintiffs will further support the request for an Incentive
13 Award by a declaration that addresses the factors for the award.

14 **Counsel's Qualifications**

15 11. Aegis Law Firm prosecutes wage and hour cases, including class actions on behalf
16 of employees and others who have had their rights violated. Aegis, either on its own, or with co-
17 counsel is currently serving as plaintiffs' counsel of record in dozens of wage and hour and
18 employment class action cases pending in both state and federal court.

19 12. The attorneys working on this case have been appointed class counsel in many cases,
20 through both contested motions and settlement approval motions.

21 13. Aegis has litigated and successfully resolved many wage and hour class action cases
22 involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g., Roman,*
23 *et al. v. TRM Manufacturing, Inc.*, Riverside Superior Court, Case No. RIC1706458 (class
24 certification granted on December 17, 2020 for all current and former non-exempt workers' on issues
25 of rounding, meal period, and rest period claims); *Gamboa v. Kamran, et al.*, San Bernardino
26 Superior Court, Case No. CIVDS1605273 (class certification granted on September 16, 2019, for
27 factory workers on issues of rounding, automatic deduction of first meal period, and second meal
28 period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden*, United States District Court Central

1 District of California, Case No. EDCV-12-0715-JLQ (class certification granted for restaurant
2 workers' rest period claims); *Sawyer v. Retail Data, LLC*, Orange County Superior Court, Case
3 No. 30-2014-00753767-CU-OE-CXC (unpaid wage and rest break claims for piece rate workers);
4 *Gonzalez v. SFFI Company, Inc., et. al*, San Bernardino County Superior Court, Case No. CIV
5 DS1504287 (unpaid wages, meal period and rest break claims for non-exempt employees); *Antoine*
6 *v. Riverstone Residential California, Inc., et. al*, Sacramento County Superior Court, Case No. 34-
7 2013-00155974 (rate of pay, on-call time, unpaid wage, meal period, rest break, and expense
8 reimbursement claims for non-exempt employees); *Nguyen v. Pharmerica*, Orange County
9 Superior Court, Case No. 30-2014-00716072-CU-OE-CXC (unpaid wages and unreimbursed
10 expenses for pharmacists); *Orellana v. Westlake*, Los Angeles County Superior Court, Case No.
11 BC539614 (unpaid overtime, meal period and rest break claims for call center employees); *Kent v.*
12 *Mountain View Child Care, Inc.*, Los Angeles County Superior Court, Case No. BC539633
13 (minimum wage, overtime, meal period, and rest break claims for hospital workers); *Durroh v.*
14 *East West Bank*, Los Angeles County Superior Court, Case No. BC528860 (overtime claims for
15 failure to include bonuses in regular rate of pay for bank workers); *O'Brien et al. v. Pizza Hut of*
16 *Southeast Kansas, Inc. et al.*, Riverside County Superior Court, Case No MCC 1301030 (meal
17 period and expense reimbursement claims for delivery drivers); *Bell v. Prime Healthcare*, Orange
18 County Superior Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to
19 include shift premiums in regular rate of pay and failure to provide meal and rest periods to hospital
20 workers); *Grana v. Toys R US-Delaware, Inc.*, Central District of California, Case No. 2:13-cv-
21 01302-DSF-JCG (bag check claims for unpaid wages and failure to provide meal periods and rest
22 breaks to retail employees); *Mendez v. H.J. Heinz Company, L.P., et. al*, Orange County Superior
23 Court, Case No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to factory workers due
24 to rounding practice); *Fresh & Easy Wage and Hour Cases*, Los Angeles Superior Court, Cas No.
25 JCCP 4705 (failure to provide meal and rest periods to supermarket workers); *Lunsford v Stater*
26 *Bros.*, Riverside Superior Court, Case No. RIC 1104475 (failure to provide meal and rest periods
27 to supermarket workers); *Gregg v. Belo*, Riverside Superior Court, Case No. RIC 523697 (unpaid
28 wages and missed meal and rest periods due to misclassification of newspaper delivery employees);

1 *Brown v. Experian Information Solutions, Inc., et. al.*, Orange County Superior Court, Case No.
2 30-2012-00375163 (misclassification of engineers and similar positions); *Tereth v. Shakey's USA,*
3 *Inc.*, Los Angeles Superior Court, Case No. BC441359 (failure to provide meal and rest periods to
4 restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.*, Los Angeles Superior Court,
5 Case No. BC421392 (failure to pay overtime wages, provide meal and rest periods, reimburse
6 business expenses to Account Managers); *Caffero v. ABC* (failure to provide meal periods and
7 reimburse expenses of therapists). All cases cited above were successfully resolved for the plaintiff
8 classes.

9 14. Kashif Haque received his J.D. in 2001 from Washington University School of Law.
10 While in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an
11 article published in the Law Review, Executive Board Member of Moot Court, and a member of
12 the Dean's List. He received a Bachelor's of Science in Business Administration from the
13 University of Central Missouri in 1998, where he was a member of the Beta Alpha Psi honors
14 fraternity.

15 15. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's
16 employment litigation with a specific focus on wage and hour claims. Since then, he has
17 represented over 500,000 employees with their employment claims, many of which included wage
18 and hour claims. He has been appointed class counsel in approximately 100 cases and is currently
19 litigating over 150 employment wage and hour class action cases.

20 16. Mr. Haque authored a book on employment litigation strategies with West
21 Publishing and has been invited to speak on class action and wage and hour issues on numerous
22 occasions. He has spoken at seminars by the State Bar of California, California Employment
23 Lawyer's Association (CELA), Orange County Bar Association, and various other CLE providers.
24 Mr. Haque is the former Chair for the Labor and Employment Section of the Orange County Bar
25 Association. He was selected as one of the Top 50 Attorneys in Orange County by Super Lawyers
26 for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the present. OC
27 Register/Metro has selected him as one of the Top 5 Employment Lawyers in Orange County for
28 every year the list was published, from 2012 to 2018.

1 17. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he
2 received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the University
3 of California at Berkeley in 1997.

4 18. After graduation from law school in 2001, the same year in which Mr. Wong took
5 and successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles,
6 California where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in
7 the employment department at Paul Hastings, he was involved in numerous wage and hour class
8 action lawsuits and other employment related matters.

9 19. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused
10 his practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong
11 represented and obtained successful outcomes for his clients, including awards through arbitration
12 and trial.

13 20. Mr. Wong is a member of the Orange County Bar Association, Orange County Trial
14 Lawyers Association, and California Employment Lawyers Association.

15 21. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising Star,
16 representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012, 2013,
17 and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016, 2017,
18 and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment law by OC
19 Metro in 2014, 2015, and 2018.

20 22. Jessica L. Campbell is a partner at Aegis Law Firm. Ms. Campbell was admitted to
21 the California Bar in December of 2011, and received her J.D. from Santa Clara University School
22 of Law and her B.A. from the University of California, Berkeley. Ms. Campbell has dedicated her
23 career to plaintiffs' side class actions. Ms. Campbell's experience includes successful work on
24 class action appeals, class certification motions, and class settlements. She was chosen by Law and
25 Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers
26 under 40 in Southern California in 2018-2021.

27 23. I am an associate at Aegis Law Firm. I was admitted to the California Bar in
28 December of 2019. I received my J.D. from Chapman University Dale E. Fowler School of Law

1 where I graduated cum laude. While in law school, I was a recipient of numerous honors, including
2 Merit Scholarships and CALI Awards, and externed for Judge Di Cesare of the Orange County
3 Superior Court. I received my B.A. from the University of California, Davis. I have been with
4 Aegis Law Firm since August of 2020 specializing in wage and hour class and representative
5 actions. Prior to joining Aegis Law Firm, I worked at a midsize civil defense firm focusing on
6 general and professional liability.

7 24. Aegis Law Firm has performed significant work and expended litigation costs in
8 prosecuting the matter with no guarantee of any payment.

9 25. At final approval, Plaintiffs' Counsel will fully brief the merits of its request for the
10 award of attorneys' fees and litigation costs.

11 **Exhibits**

12 26. Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA notice my office
13 sent to the LWDA and Defendant on April 30, 2020 on behalf of Plaintiff.

14 27. Attached hereto as **Exhibit 2** is a true and correct copy of the correspondence and
15 \$75.00 check made payable to the LWDA for Plaintiff's filing fee.

16 28. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation email my
17 office received after submitting the PAGA notice to the LWDA.

18 29. Attached hereto as **Exhibit 4** is a true and correct copy of the confirmation email my
19 office received after submitting the file-stamped copy of the First Amended Complaint to the LWDA.

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

23 Executed on August 31, 2022 at Irvine, California.

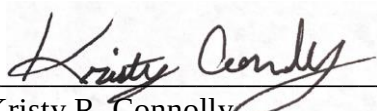
24
25 
26 Kristy R. Connolly

EXHIBIT 1



AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

April 30, 2020

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorneys General Act (PAGA) – Filing

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Watermark Retirement Communities, LLC;
Watermark Retirement Communities, Inc.; Watermark Services, IV, LLC:
CORPORATE CREATIONS NETWORK INC.
4640 Admiralty Way, 5th Floor
Marina del Rey, CA 90292

Re: *Alaniz v. Watermark Retirement Communities, LLC, Watermark Retirement Communities, Inc., and Watermark Services, IV, LLC*

Dear Labor and Workforce Development Agency; Watermark Retirement Communities, LLC; Watermark Retirement Communities, Inc.; and Watermark Services, IV, LLC:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Watermark Retirement Communities, LLC; Watermark Retirement Communities, Inc.; and Watermark Services, IV, LLC (“Watermark”), and the facts and theories in support of said allegations. This firm represents Evanina Alaniz (“Claimant”). We hereby notify you that Claimant intends to seek penalties against Watermark under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on behalf of herself and all other aggrieved employees.

Specific Provisions of the California Labor Code Allegedly Violated by Watermark

The specific provisions of the Labor Code allegedly violated by Watermark include the following: §§ 201-204, 210, 226, 226.3, 226.7, 512, 558, 1174, 1174.5, and 2810.5.

Facts and Theories Supporting the Allegations Against Watermark

Claimant and other aggrieved employees worked for Watermark as non-exempt employees in California. Claimant was employed by Watermark as a non-exempt employee in California within the past year. Claimant’s responsibilities included, among other things, providing healthcare services.

Throughout the course of Claimant’s employment, Watermark failed to provide meal periods for each five hours of work to Claimant and other aggrieved employees as required by Labor Code Section 512 and section 11 of the applicable Wage Order. Claimant and other

aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were interrupted during their meal periods and/or were not scheduled to be relieved by other employees at the appropriate intervals to receive lawful meal periods. As a result, their meal periods were missed, late, short, and/or interrupted. When aggrieved employees worked over 10 hours in a shift, they were entitled to a second meal period, but were not provided a second meal period for the same reasons stated herein. When Claimant and other aggrieved employees suffered meal period violations, Watermark violated Labor Code Sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Additionally, throughout the course of Claimant's employment, Watermark failed to authorize or permit ten-minute (10) rest periods for every four (4) hours or major fraction thereof worked. Claimant and other aggrieved employees were not authorized to take their rest periods at the appropriate time intervals, were required to remain on premises and on-duty during rest periods, and were not authorized or permitted to take more than one rest period per day. When Claimant and other aggrieved employees did not receive rest breaks, Watermark violated Labor Code Section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

As a result of, and in addition to, these actions, Watermark violated Labor Code sections 226 and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, at least some paystubs contained incorrect or incomplete hours and wages, and the wrong or incomplete employer entity, among other violations.

Furthermore, Watermark failed to properly pay all wages owed throughout Claimant and other aggrieved employees' employment and following the end of these workers' employment (in violation of Labor Code Sections 201-204, and 210). Watermark further violated Labor Code Sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the proper overtime rate of pay.

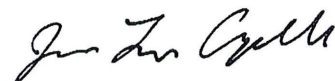
Watermark also failed to include compliant notice of the employer entity pursuant to Labor Code section 2810.5.

Based on these violations, and any predicate violations subsequently discovered, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Attached hereto and incorporated herein is the class action complaint Claimant intends to file on behalf of herself and all other aggrieved employees against Watermark. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses.

Thank you for your assistance on this issue. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,

AEGIS LAW FIRM, PC

A handwritten signature in black ink, appearing to read "Jessica L. Campbell".

Jessica L. Campbell

Enclosure:
Class Action Complaint

EXHIBIT 2



AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

April 30, 2020

VIA US MAIL

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: **Alaniz v. Watermark Retirement Communities, LLC, Watermark Retirement Communities, Inc., and Watermark Services, IV, LLC**
LWDA-CM-785016-20

To Whom It May Concern:

Enclosed please find a check in the amount of \$75.00 made payable to LWDA, representing Plaintiff's filing fee for their PAGA claim in the above-referenced action.

A letter explaining Plaintiff's PAGA claim has been filed online at the PAGA Filing website, and a copy of the letter was sent by certified mail to the Defendant(s) in this action.

Very truly yours,

AEGIS LAW FIRM

A handwritten signature in black ink, appearing to read "Delaney Graves", written over the printed name.

Delaney Graves

5297

AEGIS LAW FIRM PC

9811 IRVINE CENTER DRIVE, SUITE 100
 IRVINE, CA 92618
 PH. (949) 379-6250

**UnionBank**

(800) 238-4486
 unionbank.com

16-49/1220

05/04/2020

Department of Industrial Relations

\$

\$75.00

Five Dollars & 00/100

DOLLARS

Department of Industrial Relations

Accounting Unit

455 Golden Gate Avenue

10th Floor

San Francisco, CA 94102

AUTHORIZED SIGNATURE

Security features. Details on back.



⑈005297⑈ ⑆122000496⑆ 4820008176⑈

EXHIBIT 3

Delaney Graves

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
Sent: Thursday, April 30, 2020 9:01 AM
To: dgraves@aegislawfirm.com
Subject: Thank you for submission of your PAGA Case.

4/30/2020

LWDA Case No. LWDA-CM-785016-20
Law Firm : Aegis Law Firm
Plaintiff Name : Evanina Alaniz
Employer: Watermark Retirement Communities, LLC

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

Delaney Graves

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
Sent: Wednesday, September 9, 2020 4:29 PM
To: dgraves@aegislawfirm.com
Subject: Thank you for your Court Complaint Submission

09/09/2020 04:29:11 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm