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Attorneys for Plaintiff TAMARA WHITMER, in a Representative capacity, and on behalf of the proposed class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

TAMARA WHITMER, in a Representative
capacity, and on behalf of the proposed class

CASE NO. 20CHCV00209

Plaintiff,

**DECLARATION OF TAMARA WHITMER
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS AND
PRELIMINARY APPROVAL OF GOOD
FAITH DETERMINATION OF CLASS
ACTION SETTLEMENT**

v.

USP MISSION HILLS, INC., a California
Corporation, and DOES 1-10, inclusive

Date: November 8, 2022
Time: 11:00 am
Dept.: 11
Judge: Hon. David S. Cunningham

Defendants

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1 I, TAMARA WHITMER , hereby declare as follows:

- 2 1. I am the named Plaintiff in the above-captioned matter. I have personal knowledge of the facts
3 set forth in this declaration and if called to testify as a witness, I could and would do so. I make
4 this declaration in support of the Request that I be named the Class Representative.
- 5 2. I understand that, as a class and PAGA representative, I have certain duties and responsibilities
6 to the class and to all employees. I believe that I have fairly represented the interests of all class
7 members during the entire course of this case.
- 8 3. I believe I had the adequate knowledge and experience to represent the Class, given that I was
9 subjected to the same compensation and meal and rest period policies as the other employees.
- 10 4. To my recollection, I met with my Attorneys (usually Mr. Sullivan or Mr. Yaeckel) on at least
11 3 occasions. Several of those meetings lasted in excess of an hour.
- 12 5. During these meetings, I would review and explain certain documents numerous documents
13 turned over by Defendant from my employment and explain my role (as well as others) during
14 work. I also helped my attorneys identify other employees who could support the claims I was
15 making in this lawsuit. I contacted many of these individuals myself to verify their willingness
16 to participate.
- 17 6. I also spoke with my attorneys on the phone, on at least **15** other occasions.
- 18 7. I agreed to have my deposition taken, and spent time prepping for it with my attorneys,
19 although it never went forward. I also spent significant time reviewing the settlement
20 documentation and discussing the settlement with my attorneys.
- 21 8. In total, I estimate that I spent at least 27.5 hours related to the above mentioned tasks directly
22 working with my attorneys. I also spent at least another 3-4 hours of my own time gathering
23 evidence and outlining issues that I later shared with my attorneys.
- 24 9. I was counseled by my attorneys, when I decided to move forward with this case, of the
25 potential stigma of being a Class Representative in a class action dispute. Because this is a
26 publicly filed lawsuit, I was warned this could affect my future employability in my industry,
27 or even in other industries. I also know that some of my former co-workers will be made aware
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1 of my lawsuit as a result of this settlement which could also hurt my future employment
2 prospects.

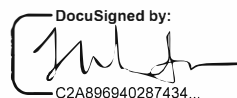
3 10. I was also advised when I brought this case that had we lost, I would have been personally
4 liable for paying all of Defendant's costs. I was further advised this could be well into the tens
5 of thousands of dollars on this type of case.

6 11. Despite these risks I was committed to achieving a settlement that would benefit all employees
7 working for Defendant.

8 12. My attorneys informed me that after we had negotiated a settlement on behalf of the Class and
9 PAGA Members, Defendant also wanted me to formally resign my position. I was hesitant to
10 do so. However, a separate severance agreement was offered. My attorneys informed me that
11 whether or not I took the severance offer was separate and aside from the amount offered to
12 the class and would not negatively effect the class in any way. I ultimately agreed to the
13 severance offer.

14 13. Despite this resignation requirement, I remained committed to participating in the settlement,
15 which I understand benefits both myself and the other employees. At no time did I ever attempt
16 to put my interests ahead of other class members.

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19 I declare under penalty of perjury, under the laws of the State of California , that the foregoing
20 is true and correct. Executed on this 14th day of September, 2022.

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DocuSigned by:
C2A896940287434...

TAMARA WHITMER