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Attorneys for Plaintiffs and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

MARIA SANCHEZ, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

LODI MEMORIAL HOSPITAL
ASSOCIATION, INC., a California
corporation; ADVENTIST HEALTH
SYSTEM/WEST, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2019-09557

(Assigned to the Hon. Roger Ross, Dept. 11B)

**DECLARATION OF NICHOLAS J. FERRARO
IN SUPPORT OF PLAINTIFFS' MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: November 3, November 4, November 5,
November 6, or November 10, 2020

Time: 9:00 a.m

Dept.: 11B

Complaint Filed: July 24, 2019

FAC Filed: October 10, 2019

SAC Filed: August 28, 2020

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I, Nicholas J. Ferraro, 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 Ferraro Employment Law, counsel of record for Plaintiff Monica Barajas (collectively, "Plaintiff"). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. From the inception of the case, Plaintiffs' Counsel have zealously represented the interests of Plaintiffs and the PAGA Members. The settlement was obtained for the benefit of the aggrieved employees, as opposed to the individual Plaintiffs.

3. I believe that Plaintiff can prevail at trial. However, I also believe in the fairness of the settlement, which is based on factoring in the inherent risks in drawn-out litigation, as well as the possibility of appeals.

4. After taking into account sharply disputed factual and legal issues involved in this litigation, the risks attending further prosecution, and the substantial benefits to be received pursuant to the compromise and settlement of the litigation, I have concluded that settlement on the terms set forth in the PAGA Representative Action Settlement Agreement and Release (“Settlement Agreement”) is appropriate and in the best interests of Plaintiff and the aggrieved employees.

5. Regarding my background as Plaintiffs' Counsel, I am a graduate of the University of San Diego School of Law, where I was a member of the *San Diego Law Review* and recipient of a Dean's Honor Scholarship. During law school, I worked as a legal intern under the general counsel of a real estate company in La Jolla, California assisting with in-house employment matters. I also worked as a library clerk for the law school and as an extern for the Honorable Bernard G. Skomal of the United States District Court for the Southern District of California. In my second year of law school, I began working as a law clerk for the law firm of Simpson Delmore Greene LLP in San Diego.

6. I was admitted to the State Bar of California in 2015 and continued working at Simpson Delmore Greene as an attorney. While at this firm I was primarily staffed on employment

1 litigation matters.

2 7. In May 2016, I voluntarily resigned from Simpson Delmore Greene to accept an
3 associate attorney position on the employment law team at the national law firm of Gordon Rees
4 Scully Mansukani, LLP, at its San Diego office. According to its website, Gordon & Rees has
5 more than 900 lawyers nationwide and is presently the only law firm with an office in all 50 states.
6 I was often the only associate staffed on individual, multi-plaintiff, and class action and PAGA
7 employment matters. I received training and experience performing the following tasks: drafting
8 answers, demurrers, cross-complaints and responsive pleadings; drafting and responding to written
9 discovery; drafting and opposing discovery related motions; arguing discovery motions;
10 interviewing and obtaining declarations and statements from employees and witnesses; conducting
11 initial case assessments and exposure analyses to assess the strengths and weaknesses of asserted
12 claims, the likelihood of success, and potential damage exposure; deposing plaintiff and witnesses;
13 defending depositions of corporate witnesses; and serving as the primary contact to in-house
14 counsel. In short, I played an integral role in all aspects of litigation from the inception of each
15 case early on in my law practice.

16 8. In March 2017, I voluntarily resigned from Gordon & Rees to accept an associate
17 attorney position in the Employment, Labor, Benefits and Immigration department of the
18 international law firm of Duane Morris LLP, at its San Diego office. According to its website,
19 Duane Morris has 800 lawyers throughout the United States, Asia and Europe and is rated by
20 U.S. News as “top tier” in numerous practice areas, including employment and class actions. In
21 addition to performing the same job duties described above, at Duane Morris I had a particular
22 focus on the defense of wage and hour class actions. My class action practice included drafting
23 motions to dismiss in class action matters; removing actions to federal court; drafting and
24 responding to class discovery; meeting and conferring with opposing counsel on discovery
25 disputes; investigating the allegations asserted in wage and hour class action complaints; deposing
26 putative Class Members and witnesses in connection with class certification; interviewing and
27 obtaining declarations in connection with class certification; drafting oppositions to motions for
28 class certification; preparing damage models to assess class liability exposure for asserted wage

1 and hour claims; preparing mediation briefs for class mediation; evaluating expert witness opinion
2 reports in preparation for mediation and trial; and conferring with opposing counsel on settlement
3 agreements and motions for preliminary and final approval.

4 9. In addition to working on wage and hour class actions at Duane Morris, I also
5 advised employers on wage and hour compliance issues relating to arbitration agreements,
6 overtime, “regular rate of pay” issues, meal and rest periods, employee expense reimbursement
7 policies, commission and bonus agreements, background check compliance practices, “on call”
8 and off-the-clock work policies, among the many other employment law issues that large
9 employers face with respect to their business operations in California. In this capacity, I drafted
10 California and multi-state employment policies, handbooks, compensation plans and agreements,
11 and arbitration, severance, and settlement agreements. Furthermore, I completed audits and due
12 diligence of employment policies and practices of corporate entities in connection with mergers
13 and acquisitions to identify any non-compliant policies or practices as part of the transaction. My
14 litigation practice at Duane Morris also involved real estate and trademark litigation in state and
15 federal courts.

16 10. In August 2018, I voluntarily resigned from Duane Morris to prosecute wage and
17 hour class and representative actions on behalf of employees as principal of Ferraro Employment
18 Law. Currently, approximately 90 percent of my practice is dedicated exclusively to prosecuting
19 wage and hour class and representative actions under the California Labor Code, California Private
20 Attorneys General Act, California Business and Professions Code, and the Fair Labor Standards
21 Act. Approximately 10 percent of my practice is dedicated to individual claims involving unpaid
22 wages, wrongful termination, discrimination, harassment, and retaliation claims arising under the
23 California Fair Employment and Housing Act, California Labor Code, and common law. A small
24 portion of my practice involves helping small businesses comply with California and federal
25 employment laws.

26 11. In 2019 and 2020, Thomson Reuters’ Super Lawyers rating service recognized me
27 as a Rising Star for my practice, a marketing honor awarded to no more than 2.5 percent of
28 California lawyers under the age of forty.

12. I have been approved as class counsel in Hopper v. Kimball, Tirey & St. John LLP (San Diego Superior Court, Case No. 37-2019-00010409-CU-OE-CTL, and preliminarily approved in Rojas v. Constellation Homebuilder Systems, Inc. et al (San Diego Superior Court, Case No. 37-2019-00035229-CU-OE-CTL) (final approval in December 2020) and Jimenez v. Crest Beverage, L.L.C. et al. (San Diego Superior Court, Case No. 37-2019-00051577-CU-OE-CTL) (final approval in January 2021), and have served as defense counsel in numerous occasions in class action lawsuits, including through final approval in Espinosa v. California College of San Diego Inc., et al. (U.S. District Court, S.D. Cal., Case No. 17CV00744).

13. My hourly rate is \$475 per hour, which is congruent with my years of experience and qualifications and based on the most recent *Laffey* matrix used by courts to assess the reasonableness of attorney fees.

14. To date, Ferraro Employment Law has incurred costs in the amount of **\$674.18** for litigation related expenses, including travel-related costs for attending mediation in San Jose, California in connection with his action. Attached hereto as **Exhibit A** is a true and correct copy of the cost report.

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

Executed on this 1st day of October 2020, at San Diego, California.

Nicholas J. Ferraro
Nicholas J. Ferraro

EXHIBIT A

Account Transactions for 1023 - Monica Barajas v. White Memorial et al.

Ferraro Employment Law, Inc.

Date Range: 2019-01-01 to 2020-09-05

CATEGORY	DATE	DESCRIPTION	CHARGE
<i>Litigation - Docket Fees</i>			
	4/7/2020	LA Superior Court Docket Fee for Downloading CMC Stmt and Complaint Filings in related case Punay v. White Memorial	\$14.40
<i>Litigation - LWDA Filing Fee</i>			
	8/21/2019	LWDA Filing Fee - Barajas v. White Memorial	\$75.00
<i>Litigation - Postage & Delivery</i>			
	8/4/2019	Postage for LWDA Notice Mailing	\$9.30
<i>Litigation - Mediation</i>			
	2/26/2020	Allianz Refundable Travel Insurance for Alaska Airlines Flight	\$21.00
	2/27/2020	Airfare for Round Trip Travel to/from San Diego/San Jose for Mediation	\$203.80
	3/10/2020	Uber (Mediation Travel)	\$15.43
	3/10/2020	Uber (Mediation Travel)	\$15.43
	3/10/2020	Uber (Mediation Travel)	\$14.94
	3/10/2020	Uber (Mediation Travel)	\$12.65
	3/11/2020	ROBEES FALAFEL (Mediation Lunch)	\$18.05
	3/12/2020	Hyatt Resorts (Mediation Overnight Stay)	\$274.18
Totals and Ending Balance			<u>\$674.18</u>