

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Romina Tamiry (SBN 328420)
rtamiry@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff JEANNIE LEFEVRE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JEANNIE LEFEVRE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AG ARCADIA, LLC, a California limited
liability company DBA HUNTINGTON DRIVE
HEALTH AND REHABILITATION CENTER;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 20STCV05550

*[Assigned for all purpose to the Hon. Michael L.
Stern, Dept. 62]*

**DECLARATION OF PLAINTIFF JEANNIE
LEFEVRE IN SUPPORT OF PLAINTIFF'S
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT AWARD**

Reservation ID: 712266163113

Date: March 2, 2021
Time: 8:30 a.m.
Dept.: 62

*[Filed concurrently with:
Notice of Motion and Motion for Settlement
Approval of Claims Brought Under the Private
Attorneys General Act and Reasonable Attorneys'
Fees, Costs, And Enhancement Award;
Declaration of Elizabeth Nguyen;
Declaration Scott M. Lidman;
Declaration of Paul K. Haines;
Declaration of Milan Moore;
Declaration of Jodey Lawrence of Phoenix Class
Action Administration Solutions;
[Proposed] Order and Judgment; and
Proof of Service]*

Action Filed: April 20, 2020
Trial Date: None Set

1 **HAINES LAW GROUP, APC**

2 Paul K. Haines (SBN 248226)

3 phaines@haineslawgroup.com

4 2155 Campus Drive, Suite 180

5 El Segundo, California 90245

6 Tel: (424) 292-2350

7 Fax: (424) 292-2355

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1 **DECLARATION OF JEANNIE LEFEVRE**

2 I, JEANNIE LEFEVRE, declare as follows:

3 1. I am an individual over the age of 18 and the named plaintiff in this matter. This
4 declaration is submitted in support of approval of the proposed Private Attorneys General Act
5 (“PAGA”) settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated
6 in this declaration and could testify competently to them if called upon to do so.

7 2. I was employed by Defendant AG Arcadia, LLC, dba Huntington Drive Health and
8 Rehabilitation Center (“AG Arcadia” or “Defendant”) as a non-exempt employee from approximately
9 September 4, 2018 through November 2019. During my employment with AG Arcadia, I worked as a
10 Social Services Assistant at AG Arcadia’s location in Arcadia, California. While working for AG
11 Arcadia, I was required to follow to AG Arcadia’s wage and hour policies and practices.

12 3. I am informed and believe, and on that basis state, that throughout my employment with
13 AG Arcadia, I did not receive all meal and rest breaks to which I was entitled. Specifically, as a result
14 of the work assigned to me by AG Arcadia, my meal breaks were often late or otherwise unlawful
15 because I usually started my shifts at 8:00 a.m. or 9:00 a.m. and was often time unable to take my lunch
16 until after 1:00 p.m. or 2:00 p.m. I also believe that AG Arcadia would manually edit my time punch
17 records to reflect timely and complaint meal breaks when in fact the meal breaks, if take, were not
18 timely and complaint. In addition, when I worked more than 10.0 hours in a shift, I was not provided
19 with a second 30-minute meal period. Additionally, due to the work assigned to me by AG Arcadia,
20 believe I was not authorized and permitted to take all my legally required rest breaks. Despite all of
21 this, I was not paid any meal period or rest period premiums.

22 4. Because of all of the above issues at work, I also do not believe I received accurate,
23 itemized wage statements. I also do not believe I received all of my wages owed at the time of my
24 termination of employment with AG Arcadia.

25 5. I retained Haines Law Group, APC and Lidman Law, APC to represent me in my wage
26 claims against AG Arcadia. I worked closely with my lawyers on this case. I answered all of their
27 questions about my employment and made myself available whenever I was needed.

1 6. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
2 my former co-workers and current employees of AG Arcadia by helping them recover penalties. As
3 the named Plaintiff I knew that I would be taking on certain risks that the other employees would not
4 have to bear. I knew that there was a risk that I could be liable for AG Arcadia's costs if we lost the
5 case. I accepted these risks because I wanted AG Arcadia to compensate its current and former
6 employees and to fix its pay practices. Even though I understood that joining a lawsuit is a public
7 record and could stigmatize me and may affect my future employability because employers do not like
8 to hire employees who have filed lawsuits against their prior employers, I accepted that burden for the
9 benefit of other employees of AG Arcadia. Indeed, if I had not sought legal representation to enforce
10 California's labor laws, I do not believe my former co-workers of AG Arcadia and California's Labor
11 and Workforce Development Agency ("LWDA"), which I understand receives a portion of the
12 proposed settlement, would receive any of these funds. Without counsel and my assistance, I do not
13 believe we would have gotten the proposed settlement.

14 7. I have been actively involved in this case since joining the lawsuit. Among other things,
15 I gathered various documents for use in the lawsuit. I also worked with my lawyers to prepare for the
16 mediation and was available the entire day of the mediation on November 9, 2020 for any questions
17 that arose. I spent time discussing the proposed settlement with my attorneys. I wanted to understand
18 everything before I signed it. I believed I represented the aggrieved employees and the LWDA to the
19 best of my ability and put the interests of the aggrieved employees ahead of my own. I estimate that I
20 have spent approximately 15 to 20 hours on activities related to this case.

21 8. As part of the proposed Settlement, I have agreed to a full general release of claims
22 related to my employment with AG Arcadia, which is a broader release of claims applicable to the
23 other Aggrieved Employees, which I understand means all current and former hourly, non-exempt
24 employees of Defendant AG Arcadia, LLC, dba Huntington Drive Health and Rehabilitation Center
25 who worked in California at any time from February 13, 2019 through date the Court grants approval
26 of the settlement.

1 9. I understand that my attorneys will request that the Court award me an enhancement
2 award of \$5,000.00 for my service and efforts on the case as well as for a general release of all claims
3 against the AG Arcadia. This proposed \$5,000.00 enhancement award is not contingent upon me
4 supporting the proposed Settlement.

5 I declare under penalty of perjury under the laws of the United States and state of
6 California that the foregoing is true and correct. Executed on Jan 28, 2021, 2021 at Pasadena,
7 California.

Jeannie Lefevre

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9 Jeannie Lefevre
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