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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10
11 KATHRYNE MARTINEZ-LOPEZ, an
individual, on behalf of herself and on behalf of
12 all persons similarly situated,

13 Plaintiff,

14 vs.

15 MEDAMERICA, INC. a Corporation; and DOES
16 1 through 50, inclusive,

17 Defendants.

) CASE No. **37-2020-00034393-CU-OE-**
) **CTL**

) **DECLARATION OF KATHRYNE**
) **MARTINEZ-LOPEZ IN SUPPORT OF**
) **MOTION FOR FINAL APPROVAL OF**
) **CLASS SETTLEMENT**

) Hearing Date: December 16, 2022

) Hearing Time: 10:30 a.m.

) [*Hearing scheduled by Order dated June*
) *23, 2022*]

) Dept.: C-68

) Judge: Hon. Richard S. Whitney

21 Action Filed: September 28, 2020

22 Trial Date: Not Set

1 I, Kathrynne Martinez-Lopez, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Final Approval of
4 Class Action Settlement and in support of my application for a Class Representative Service
5 Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I worked for Defendant MedAmerica, Inc. ("MedAmerica") in California from March of
10 2019 to February of 2020 and I was classified by MedAmerica as a non-exempt employee during
11 that time period.
12

13 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
14 experienced in both class action litigation and claims against employers for violations of the
15 California Labor Code. I have no personal relationship or family ties to my attorneys or any
16 officer of the Court. I am not involved in any litigation against another member of the class in
17 this case and my attorneys are not working on my behalf in another capacity other than
18 representing me in this lawsuit.

19 5. I decided to file this lawsuit for the benefit of myself and other current and former
20 non-exempt employees who worked for MedAmerica and be a class representative because I felt
21 that my legal rights as an employee and others like me were violated. For example, MedAmerica
22 violated my meal breaks because they were often late, missed entirely or I had to work through
23 my meal breaks. I couldn't take compliant meal breaks from time to time because as a care
24 coordinator I had to deal with the scheduling of medical patients with emergency issues and the
25 work I was doing could not wait. Although MedAmerica eventually paid me some meal break
26
27

1 penalty payments, I was not paid all the penalty payments I was owed for all the violations that
2 occurred.

3 6. This action was filed on September 28, 2020. Before the complaint was filed I
4 spoke to my attorneys several times and discussed how MedAmerica implemented its company
5 policies and procedures. I also assisted my attorneys in their investigation into my claims by
6 providing them documents and answering their questions. I reviewed the complaint before it
7 was filed and after it was filed I was given access to an electronic file sharing program that
8 alerted me via email when important documents were filed so that I could review them and keep
9 up with the developments in the case which I understood was one of my duties. I would also
10 contact my attorneys from time to time if I had any questions about the case. My attorneys were
11 regularly available when I contacted them.
12

13 7. Even though this action is in the process of settling, I was and remain prepared to
14 perform all the duties of a class representative. I understand that as a class representative I have
15 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent non-
16 exempt employees who worked for MedAmerica during the class period. I understand that as a
17 fiduciary, I have a duty to prosecute this action for the benefit of the members of the class and
18 surrender any right to compromise the group action for an individual gain.
19

20 8. I understood that being a plaintiff/class representative in this case meant that I
21 was seeking damages not only for myself but also other current and/or former non-exempt
22 employees working for MedAmerica in California. I felt that this group of current and former
23 employees were not aware of their labor law rights and even if they were they would probably be
24 apprehensive about speaking up or even simply because of the time, effort and risk involved in
25 filing a class action lawsuit.
26

1 9. I understood that being a part of this lawsuit involved risks. For example, my
2 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
3 pay for all or part of the attorney fees and costs paid by MedAmerica to defend this lawsuit.
4 Also, I knew there was a risk that future employers, if they ever found out about this lawsuit,
5 could hold it against me or downgrade me as a potential hire. As the only named Plaintiff in this
6 case it would not be difficult for a future employer to become aware I sued a former employer
7 for labor law violations. Ultimately I decided these risks were worth it and decided to fight for
8 my rights and the rights of others regardless of the risks, time and effort I spent on this case.

10 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
11 kept up to date on important developments by reviewing court filings that were made available to
12 me electronically as I described above.

13 11. A mediation took place on July 13, 2021 with Steven J. Rottman, an experienced
14 mediator of wage and hour class actions. Following the all-day mediation session, the parties
15 agreed to settle the action based on a mediator's proposal. I communicated with my attorneys
16 regarding the terms of the settlement which was reached between the parties and understood that
17 I was representing absent class members and therefore wanted the best possible result to be
18 obtained for the class and I believe a very positive result was in fact achieved via settlement. I
19 reviewed and signed the Memorandum of Understanding on July 27, 2021 and when the final
20 settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on
21 November 29, 2021.

22 12. I have been actively involved with this lawsuit performing the duties described above.
23 Although I did not keep time records, I was in regular contact with my attorneys, reviewed
24 important court filings and spent a significant amount of time on the issues presented during the
25

lawsuit and in the settlement process. I estimate that I spent approximately 40-50 hours working on this case up until this point. I believe I have been diligent and have done what is expected of a named plaintiff and proposed class representative to date, and will continue to do so. I have and always will maintain the best interest of the class.

13. My attorneys explained to me that the settlement process involves a two-step review by the Court to determine whether the settlement is fair before approving the settlement. I know this process also involves notifying all class members of the settlement terms and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

14. I believe I did the right thing by filing this case on behalf of the class who are in line to receive monetary payments as a result of this case and settlement. I also believe that the requested Class Representative Service Payment of \$10,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. As part of the settlement it was necessary for me to sign a general release of all claims I may have against the MedAmerica. I believe the Class Representative Service Payment I have requested provides me with some compensation for this agreed release.

16. I have not entered into any undisclosed agreements nor have I received any undisclosed compensation in this case. The only compensation I will receive is whatever amount the Court awards as a service payment, as well as my share as a class member of the settlement fund.

17. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying MedAmerica's costs in the event we did not win the case, the reputational risk that future employers may hold this

lawsuit against me, the general release, and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

Executed on Nov 11, 2022, at Ramona, CA.
(city, state)


Kathryne Martinez-lopez (Nov 11, 2022 11:12 PST)
Kathryne Martinez-Lopez