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

9 **COUNTY OF MONTEREY**

10
11 RATI GANDHALE, an individual, on behalf of
herself and on behalf of all persons similarly
12 situated,

13 Plaintiff,

14 v.

15 SELECT REHABILITATION LLC, a Limited
Liability Company; and DOES 1 through 50,
16 Inclusive,

17 Defendants.

) Case No. **20CV002240**
) *(Consolidated with Case No. 21CV000740)*

)
) **DECLARATION OF RATI**
) **GANDHALE IN SUPPORT OF**
) **MOTION FOR FINAL APPROVAL**
) **OF CLASS SETTLEMENT**

) Judge: Hon. Carrie M. Panetta
) Dept.: 14

) Hearing Date: October 28, 2022
) Hearing Time: 8:30 a.m.

) Complaint Filed: August 25, 2020
) Trial date: Not Set

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2 I, Rati Gandhale, declare as follows:

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

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 Select Rehabilitation LLC (“Select Rehabilitation”) in California
10 as a Physical Therapist/Program Manager from October of 2018 to April of 2020.

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

17 5. I decided to file this class action lawsuit for the benefit of myself and other current
18 and former employees who worked for Select Rehabilitation and be a class representative
19 because I felt that my legal rights as an employee and others like me were violated. For example,
20 due to my heavy work schedule, from time to time my meal and rest breaks were late, short or
21 completely missed – and when this occurred I was not provided with all the meal and rest break
22 penalty payments I was entitled to. From time to time I was also required to clock out and
23 continue to work during what should have been my off-duty meal period. In addition, Select
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1 Rehabilitation paid a non-discretionary bonus known as a Sign-on and Retention Bonus that was
2 not included in my regular rate of pay for purposes of calculating my correct overtime rate and I
3 was underpaid overtime as a result. I also had to use my cell phone for work-related purposes
4 such as scheduling appointments with clients. Select Rehabilitation did not reimburse me for the
5 cost associated with using my personal cell phone for these work-related issues.

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7 6. This class action case was filed on August 25, 2020. Before the complaint was filed I
8 spoke to my attorneys several times and discussed how Select Rehabilitation implemented its
9 company policies and procedures. I also assisted my attorneys in their investigation into my
10 claims by providing them documents and answering their questions. I reviewed the complaint
11 before it was filed and after it was filed I was given access to an electronic file sharing program
12 that alerted me via email when important documents were filed so that I could review them and
13 keep up with the developments in the case which I understood was one of my duties as a class
14 representative. I would also call my attorneys from time to time if I had any questions about the
15 case. My attorneys were regularly available when I contacted them.

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

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

4 9. I understood that being a part of this lawsuit involved risks. For example, my
5 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
6 pay for all or part of the attorney fees and costs paid by Select Rehabilitation to defend this
7 lawsuit. Also, I knew there was a risk that future employers, if they ever found out about this
8 lawsuit, could hold it against me or downgrade me as a potential hire. As the only named
9 Plaintiff in this case it would not be difficult for a future employer to become aware that I sued a
10 former employer for labor law violations. Ultimately I decided these risks were worth it and
11 decided to fight for my rights and the rights of others regardless of the risks, time and effort I
12 spent on this case.
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14 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
15 kept up to date on important developments by reviewing court filings that were made available to
16 me electronically as I described above.
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18 11. A mediation took place on September 14, 2021 with David Rotman, a well-
19 respected and experienced mediator of wage and hour class actions. Following the all-day
20 mediation session, the parties agreed to settle the action based on a mediator's proposal. I
21 communicated with my attorneys regarding the terms of the settlement which was reached
22 between the parties and understood that I was representing absent class members and therefore
23 wanted the best possible result to be obtained for the class and I believe a very positive result
24 was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding
25 on October 4, 2021 and when the final settlement papers were ready, I closely reviewed the
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1 Settlement Agreement which I signed on March 10, 2022.

2 12. I have been actively involved with this class action lawsuit performing the duties
3 described above. Although I did not keep time records, I was in regular contact with my
4 attorneys, reviewed important court filings and spent a significant amount of time on the issues
5 presented during the lawsuit and in the settlement process. I estimate that I spent approximately
6 40-50 hours working on this case up until this point. I believe I have been diligent and have done
7 what is expected of a named plaintiff and proposed class representative to date, and will continue
8 to do so. I have and always will maintain the best interest of the class.
9

10 13. My attorneys explained to me that the settlement process involves a two-step
11 review by the Court to determine whether the settlement is fair before approving the settlement.
12 I know this process also involves notifying all class members of the settlement terms and of their
13 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
14 settlement.
15

16 14. I believe I did the right thing by filing this case on behalf of the class who are in
17 line to receive monetary payments as a result of this case and settlement. I also believe that the
18 requested Class Representative Service Payment of \$10,000 from the settlement is fair
19 compensation for the work I performed and the risks I undertook.
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21 15. As part of the settlement it was necessary for me to sign a general release of all
22 class and PAGA claims I may have against Select Rehabilitation. I believe the Class
23 Representative Service Payment I have requested provides me with some compensation for this
24 agreed release.

25 16. I also have additional individual claims against Select Rehabilitation. The
26 individual claims are related to alleged wrongful termination and racial discrimination which are
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1 the 9th and 10th causes of action, respectively, in the operative complaint. In short, I allege that
2 the main motivation that led to my termination was my Indian national origin. The additional
3 individual claims regarding alleged wrongful termination and racial discrimination are unrelated
4 to the class claims and PAGA claims. I have entered into a separate agreement with Select
5 Rehabilitation to settle these individual claims.
6

7 17. In light of all the time and effort I have spent on this case, the risk I undertook by
8 suing a former employer, the exposure to being responsible for paying Select Rehabilitation's
9 costs in the event we did not win the case, the reputational risk that future employers may hold
10 this lawsuit against me, the general release, and in light of the size of the settlement, I believe the
11 request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

14 Executed on May 18, 2022, at Salinas, California.
15 (city, state)

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17 Rati Gandhale (May 18, 2022 20:54 PDT)

18 Rati Gandhale
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