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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

XAVIER DREMEE, CHRISTINA
BONNIWELL, and ALEXIS MONROE,
individually, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

AURORA-SAN DIEGO, LLC, a California
Limited Liability Company; SIGNATURE
HEALTHCARE SERVICES, LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2021-00007280-CU-OE-CTL

**DECLARATION OF XAVIER
DREMEE IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: September 21, 2023

Hearing Time: 9:30 a.m.

Judge: Hon. Gregory W. Pollack

Dept: 71

Action Filed: February 19, 2021

Trial Date: Vacated

1 I, Xavier Dremee, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service 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 Aurora-San Diego, LLC ("Aurora") in California from December of 2019 to
10 May 11, 2020 and was classified by Aurora as a non-exempt employee during that time period.

11 4. I retained my attorneys who are experienced in both class action and PAGA
12 representative action litigation and claims against employers for violations of the California
13 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
14 Court. I am not aware of having any actual or potential conflicts of interest with another class
15 member in this case nor am I aware of having any actual or potential conflicts of interest with
16 ILYM Group, the settlement administrator. I am not aware of any other pending matter or action
17 asserting claims that will be extinguished or adversely affected by this settlement.
18

19 5. I decided to file this class action lawsuit and be a plaintiff/class representative because
20 I felt that my legal rights as an employee and others like me were violated. For example, I
21 regularly did not receive compliant meal and rest breaks which were often late, interrupted or
22 missed entirely. Also, I did not receive all the meal and rest break premium payments I was
23 entitled to when these violations occurred. As to rest breaks in particular, I was not allowed to
24 leave the work premises during these breaks. I should have been allowed to leave the work
25 premises for my rest breaks if I chose to do so. Also, there were many times where I was
26

1 interrupted during my meal breaks and had to work while clocked out. I did not receive any
2 minimum wages for this time I spent working off the clock during my meal breaks. I also had to
3 use my personal cell phone for work-related purposes, such as scheduling issues, but was not
4 reimbursed by Aurora for any cell phone charges I incurred.

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

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

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

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 Aurora to defend this lawsuit. Also, I
4 knew there was a risk that future employers, if they ever found out about this lawsuit, could hold
5 it against me or downgrade me as a potential hire. As one of only three named Plaintiffs in this
6 case it would not be difficult for a future employer to become aware that I sued a former
7 employer for labor law violations. Ultimately I decided these risks were worth it and decided to
8 fight for my rights and the rights of others regardless of the risks, time and effort I spent on this
9 case.
10

11 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
12 kept up to date on important developments by reviewing court filings that were made available to
13 me electronically as I described above.
14

15 11. A mediation took place on June 16, 2022 with Mark Rudy, a well-respected and
16 experienced mediator of wage and hour class actions. After the all-day mediation the parties
17 were able to reach an agreement to settle the action based on a mediator's proposal. I
18 communicated with my attorneys regarding the terms of the settlement which was reached
19 between the parties and understood that I was representing absent class members and therefore
20 wanted the best possible result to be obtained for the class members and I believe a very positive
21 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
22 Understanding on July 28, 2022 and when the final settlement papers were ready, I closely
23 reviewed the Settlement Agreement which I signed on November 10, 2022.
24

25 12. I have been actively involved with this lawsuit performing the duties described above.
26 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
27

1 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
2 the settlement process. I estimate that I spent approximately 40-50 hours working on this case
3 up until this point. I believe I have been diligent and have done what is expected of a named
4 plaintiff and a proposed class representative to date, and will continue to do so. I have and
5 always will maintain the best interest of the class members.
6

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

13 14. I believe I did the right thing by filing this case on behalf of the class members who,
14 subject to court approval, are in line to receive monetary payments as a result of this case and
15 settlement. This is money they may never have ever gotten if I did not pursue this action on their
16 behalf. I feel significant personal satisfaction to know that I played a role in the class members
17 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
18 the 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.
20

21 15. As part of the settlement it was necessary for me to sign a general release of
22 claims I may have against Aurora. I believe the Class Representative Service Payment I have
23 requested provides me with some compensation for this agreed release.
24

25 16. In light of all the time and effort I have spent on this case, the risk I undertook by
26 suing a former employer, the exposure to being responsible for paying Aurora's costs in the
27 event we did not win the case, the reputational risk that future employers may hold this lawsuit
28

1 against me, the general release, and in light of the size of the settlement, I believe the request for
2 \$10,000 as a Class Representative service payment is fair and reasonable.

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

5 Executed on Aug 23, 2023, at San Marcos, California.
6 (city, state)

7
8 
Xavier Dremee (Aug 23, 2023 10:39 PDT)
9 Xavier Dremee