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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

SUNSHINE DEERING, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

ROMAN EMPIRE ABA SERVICES, INC.,
a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: RG20072383

*(Assigned for all purposes to the Hon. Brad
Seligman, Dept. 23)*

CLASS ACTION

**DECLARATION OF SUNSHINE DEERING IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Information

Date: May 9, 2023

Time: 3:00 p.m.

Dept.: 23

Reservation ID: 530453113646

Complaint Filed: September 2, 2020

Trial Date: Not Set

DECLARATION OF SUNSHINE DEERING

I, Sunshine Deering, hereby declare and state as follows:

1. I am an individual over the age of 18. I am a plaintiff in the above-referenced action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was employed by Defendant Roman Empire ABA Services, Inc. ("Defendant") as a behavioral therapist from about March 2020, to about July 2020. I worked as a non-exempt, hourly paid employee.

3. My job with Defendant involved driving to patient homes and providing therapy services onsite. I was required to use my own vehicle to drive to my appointments.

4. During my employment, Defendant's policy regarding mileage was to reimburse employees for \$0.90 per hour worked, instead of using a per mile rate such as the IRS mileage reimbursement rate. I estimate I drove Given the extensive travel involved in driving to multiple appointments during a workday, I believe I was underpaid mileage.

5. In addition, as a result of Defendant's scheduling practices, I was unable to take meal and rest breaks during workdays. My schedule was too jam-packed to take breaks. Moreover, I was required to keep my cell phone on and respond to work calls during the workday even if I was on a break. I did not receive premium compensation for on-duty, missed, or late meal and rest breaks.

6. Lastly, the wage statements I received from Defendant were not compliant with the law. I regularly received wages identified as "Drive Time" and "Misc pay," but there was no rate of pay or number of hours worked for such wages.

7. I understand that the class claims alleged in this action were brought on behalf of other similarly situated employees, and that I am acting as a representative for the Class. As a class representative, I understand that it is my responsibility to act in the best interest of the Class and not my own. I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as a representative for the Class.

8. I have and continue to be willing to assist in the investigation of this matter,

1 including meeting and/or discussing the case with my attorneys, providing necessary information
2 and documents, making myself available for trial or any further proceedings in this matter as
3 required to represent the interests of the Class. I also understand my duties and responsibilities to
4 the proposed Class and will carry out those duties as necessary.

5 9. I am aware and have been aware from the inception of the case, that there is a
6 risk that I could have lost my case and that I would have been responsible for paying Defendant's
7 costs. I accepted that risk.

8 10. I am proud of the result and accomplishment of this lawsuit. I feel that it is a
9 positive accomplishment and understand that other people will benefit because of the actions that
10 I have taken. I have reviewed the terms of the Joint Stipulation of Class and Representative
11 Action Settlement Agreement ("Settlement Agreement") with my attorneys, and I believe that the
12 settlement is fair, adequate, and reasonable.

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

15 Executed on this 13 day of April 2023, at Forestville, California.

16 DocuSigned by:

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