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Attorneys for Plaintiff, AMBER PALMA
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

AMBER PALMA on behalf of herself and all
others similarly situated

Plaintiff,

vs.

VOLUNTEERS OF AMERICA NORTHERN
CALIFORNIA AND NORTHERN NEVADA,
INC., a California Company, and DOES 1
through 50, inclusive,

Defendants.

Case No. 34-2020-00282148
Assigned for All Purposes To:
Hon. Lauri A. Damrell
Dept. 22

**DECLARATION OF AMBER PALMA IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

DECLARATION OF AMBER PALMA

I, Amber Palma, declare as follows:

1. I am a named Plaintiff and Class Representative in the cases of *Amber Palma v. Volunteers of America Northern California and Northern Nevada, Inc.* (Sacramento County Case Nos. 34-2020-00282148 and 34- 2021-00301329). I make this declaration on the basis of my personal knowledge and if asked to testify thereto I could and would do so.

2. I was employed by Defendant Volunteers of America Northern California and Northern Nevada, Inc. (“VOA” and/or “Defendant”) from on or about from November 4, 2019 through on or about January 27, 2020. During my employment with VOA, I occupied a non-exempt position of Employment Specialist in the Rancho Cordova location. As an Employment Specialist, my duties focused primarily on assisting veterans find employment.

3. Prior to retaining the law firm of James Hawkins APLC to redress the grievances that I had against VOA, I was made aware of the advantages and disadvantages of litigation. I was also made aware of my responsibilities as both a Plaintiff and a class and PAGA representative prior to filing the class action complaints which were filed on or about July 23, 2020 and May 24, 2021 respectively. I accepted the responsibility and agreed to move forward. I pledged to participate actively in the lawsuit.

4. During the litigation of these cases, I have continuously interacted with my attorneys to discuss the status of the cases. I provided relevant oral and documentary information necessary to prosecute this case. By way of example, I searched for and provided relevant documents pertaining to my employment with Defendant and engaged in numerous discussions with my attorneys regarding my employment. These discussions include, but are not limited to, the following topics: the policies, practices and specific working conditions under Defendant. I have also had numerous discussions with my attorneys regarding the progress of this case. I have spent approximately 45 to 50 hours assisting my attorneys in their litigation of this case.

5. By agreeing to bring this action, I formally accepted the responsibilities of representing the interests of all similarly situated employees in California and willingly chose to

assume risks and potential costs that I alone might have to bear if judgement would have been rendered in favor of Defendant.

6 As part of the settlement agreement, I also signed a general release releasing all claims I have or may have against VOA which is far broader than the release by class members. The class representative service payment also serves as compensation for agreeing to a full, general release of all claims against VOA.

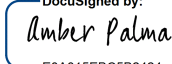
7. I also risked the potential stigma of being a named plaintiff in a representative action labor dispute which could affect my further employability in the industry or with any prospective employer who learns of my lawsuit against a former employer.

8. The class representative service payment, subject to court approval, is Seven Thousand Five Hundred Dollars (\$7,500). I believe that this amount is fair and reasonable in light of the risks undertaken (both personal and financial) in litigating these matters as class action and PAGA representative, as well as the time and effort I have expended in doing so, which have resulted in a favorable outcome to the class members and aggrieved employees.

9. I have not directly experienced negative affect(s) in relation to any further employment opportunities because of this lawsuit. However, I did risk negative effects on my employability when I formally accepted the responsibilities of a class representative and willingly chose to assume significant risks and potential costs that I alone might have had to bear if judgement would have been rendered in favor of Defendant.

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

Executed on May 5, 2025, at Roseville, California.

DocuSigned by:

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 Amber Palma