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 6 and BELINDA LECHUGA individually and on behalf of similarly situated employees

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 8 **SUPERIOR COURT OF CALIFORNIA**
 9
 10 **FOR THE COUNTY OF SACRAMENTO**

11 SHIELA KEE and SILBIA GUTIERREZ and
 12 BELINDA LECHUGA, individually and on
 13 behalf of all other similarly situated
 employees,

14 Plaintiffs,

15 vs.

16 DR. JEFFREY A. SALADIN, DENTAL
 17 CORPORATION (D/B/A CHILDREN'S
 18 CHOICE PEDIATRIC DENTAL CARE), a
 19 California Corporation; CC AMULET
 20 MANAGEMENT, LLC., a Delaware Limited
 Liability Company; and DOES 1 to 100,
 inclusive,

21 Defendants.

Case No. 34-2020-00290072

CLASS ACTION

*Assigned for All Purposes to Hon. Lauri A.
 Damrell, Department 28*

**DECLARATION OF BELINDA LECHUGA
 IN SUPPORT OF PLAINTIFFS' MOTION
 FOR FINAL APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT**

Reservation No. 2678139

Date: January 13, 2023

Time: 9:00 a.m.

Dept.: 28

Judge: Hon. Lauri A. Damrell

Filed: December 8, 2020

FAC Filed: March 2, 2021

Trial Date: None Set

1 I, Belinda Lechuga, declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendants Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's
6 Choice Pediatric Dental Care), and CC Amulet Management, LLC ("Defendants"), from approximately
7 March 13, 2020, to January 11, 2021, as a non-exempt employee. I was subject to all of Defendants'
8 policies and practices that have been alleged as unlawful in the Complaint and the notices sent to the
9 Labor and Workforce Development Agency, including the following: failure to pay overtime, failure to
10 pay minimum wages, failure to provide accurate wage statements, failure to provide meal and rest
11 periods or pay premiums in lieu thereof, failure to reimburse expenses, and violation of Labor Code
12 section 558.

13 3. I have actively participated in the litigation of this case for the benefit of all Class
14 Members. Prior to obtaining an attorney, I performed several hours of online research on the claims I
15 thought needed to be brought against Defendants and attorneys who had experience and good reviews
16 with bringing those claims. I became aware that this case was pending and researched the status of the
17 case and Shimoda & Rodriguez Law, PC. After this research and speaking with Plaintiff Shiela Kee to
18 understand the claims and the status of the case, I decided to pursue the claims as a named
19 representative in this matter. After securing Shimoda & Rodriguez Law, PC, I continued to be actively
20 involved in the case to help ensure a positive outcome.

21 4. My attorneys explained to me the risks and benefits of bringing a class action and a
22 claim under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a
23 class and PAGA action meant that it would take substantially longer than pursuing my claims
24 individually, whether in Court or with the California Labor Commissioner, and that I risked getting
25 nothing in the end, but I believed it was important to make sure that Defendants followed the law for
26 everyone. I understood that I took on the risk, both professionally and financially, in pursuing the case
27 as a class and PAGA action rather than pursuing my claims individually. As a Class Representative, I
28 also took on the risk of having to pay Defendants' costs if we were unsuccessful in bringing our claims.

1 5. During the course of this litigation, I have given detailed accounts of all the facts related
2 to my employment. I provided my attorneys with extensive documentation that I believe supported the
3 claims brought against Defendants. I met with and assisted my attorneys in understanding these
4 documents and providing context for Defendants' payroll process as it applied to me and how I
5 believed it applied to Defendants' other employees. I worked primarily out of the Stockton location,
6 but routinely traveled to locations in Antioch, Lodi, and Lincoln. I was subject to the same policies and
7 practices at these locations, so I was able to discuss the similarities of the wage and hour policies and
8 practices among all Class Members.

9 6. The work I performed for this case included an extensive review of documents and
10 payroll practices to show and explain to my attorneys what was happening and why I thought it was
11 unlawful. For example, there were a substantial number of text messages and phone records that I went
12 through to help try and establish knowledge of off-the-clock work, meal and rest period practices we
13 contended were unlawful, and unreimbursed expenses. Also, I explained to my attorneys the computer
14 kiosk login locations and process to support the off-the-clock claims, explaining the typical process for
15 employees at each of the four locations I worked at over the duration of my employment. I explained
16 the various types of computer and timekeeping system issues that could cause delays in the login
17 process, which relates to the off-the-clock claims. This was very important as it helped not only the
18 overtime, minimum wage, and reimbursement claims, but also claims related to waiting time penalties
19 and failure to provide accurate wage statements. I reviewed Defendants' practices and policies with my
20 attorneys to determine and help reconstruct the timeline and facts consistent with our allegations at each
21 of the four locations. Additional, detailed discussions with my attorneys occurred leading up to, during
22 and subsequent to mediation, addressing the payroll data sample that was produced as part of informal
23 discovery to engage in mediation and negotiation strategies. There were several Class Members who
24 reached out to me to ask questions about the settlement as well. I answered their questions and made
25 sure they had my attorneys' contact information and the administrator's information, so they could ask
26 any follow up questions. I have also spent a substantial amount of time speaking to Plaintiffs Shiela
27 Kee and Silbia Gutierrez about this case to coordinate efforts progressing the case. Although I did not
28 become a named representative in this matter until approximately March 2, 2021, I have been working

1 with Shimoda & Rodriguez Law, PC, to provide documents and information for this case since
2 approximately January 12, 2021.

3 7. I participated in the negotiations and settlement discussions in this case, including
4 participating in mediation by phone, speaking with my attorneys to answer questions, provide any
5 additional information needed to assist the negotiations, and discussing the potential terms of the
6 Agreement to evaluate its adequacy. I had many calls with my attorneys to consult about the strategy
7 and negotiations leading up to mediation and the negotiations that followed mediation for several
8 months. Throughout the course of this litigation, I have asked questions when I needed clarification
9 about various aspects of this case to make sure there were continually steps taken to advance the
10 interests of Class Members.

11 8. Although I have already spent a substantial amount of time on this case and assisting my
12 attorneys, I expect the amount of time I spend on this case will increase if final approval is granted
13 because Class Members will likely reach out to me about the Settlement and the process and timing for
14 receiving payment. I estimate that I have spent approximately 75-100 hours on this case.

15 9. I have not received any benefits as a result of filing this lawsuit. I have, however,
16 experienced substantial burdens as a result of filing the lawsuit that other Class Members were not
17 subject to. For example, in bringing the lawsuit, I assumed the risk of having to pay Defendants' costs
18 if the Court or jury rules against us on the claims. My understanding is that this is a substantial risk
19 because the costs associated with litigation, in general, are very high and this cost is multiplied many
20 times over in complex litigation like class actions. I have spent a substantial amount of time in this
21 case, securing a monetary benefit for many individuals who have not had to do anything whatsoever to
22 have the opportunity to receive it. I have been employed full time since March 2022. As a result, the
23 time I have spent on this case has to occur during my lunch and/or breaks times, after hours, and on my
24 days off. This is particularly challenging because I have two young children and the time I have spent
25 on this case is time I have not been able to be with them. One of them is six years old and the other one
26 is ten years old. I have had to help my children with their day-to-day and school activities while
27 participating and helping in this litigation. I have also experienced anxiety and stress because of this
28 litigation and have had to take medications to treat my anxiety. Finally, as part of the Settlement, I and

1 the other named Plaintiffs are the only individuals providing a general release of all our individual
2 claims and waiving the protections of California Civil Code section 1542 for unknown claims. No
3 other Class Members are subject to such a broad release.

4 10. I have reviewed the final Joint Stipulation of Class Action and PAGA Settlement and
5 Release, discussed the terms with my attorney, and asked my attorney any questions I had. I believe
6 the terms of the Settlement and allocations are fair and reasonable given the facts of the case.

7 11. I understand that any Class Representative Enhancement Payment I may receive is for
8 my participation as a Class Representative and it is not contingent on my support or approval of the
9 Agreement.

10 I declare under penalty of perjury under the laws of the State of California that the foregoing is
11 true and correct. Executed this 15th of December 2022 in Stockton, California.

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13 DocuSigned by:

14 *Belinda Lechuga*

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16 Belinda Lechuga
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