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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

NORMAJEAN FERLAND, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

COMPREHENSIVE SPINE AND SPORTS
CENTER, an unknown corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. 21CV375218

CLASS ACTION

[Assigned for all purposes to: Hon. Sunil R.
Kulkarni, Dept. 1]

**DECLARATION OF NORMAJEAN
FERLAND IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; Declaration of Justin
F. Marquez in Support of Plaintiff's Motion
for Preliminary Approval of Class Action
Settlement; Declaration of LATLC President
Steven Vartazarian; and [Proposed] Order
Granting Plaintiff's Motion for Preliminary
Approval of Class Action Settlement]

PRELIMINARY APPROVAL HEARING

Date: June 2, 2022

Time: 1:30 p.m.

Dept: 1

DECLARATION OF NORMAJEAN FERLAND

I, NormaJean Ferland, declare as follows:

1. I am an adult resident of the State of California, and, if called as a witness in this action, I would testify truthfully to the matters described in this declaration. All of the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am a former employee of Navani Pain Management Inc dba Comprehensive Spine and Sports Center (“CSSCtr”). I worked at CSSCtr from approximately September 2019 to approximately September 2020 as an hourly-paid, non-exempt employee. Throughout the entirety of my employment, I was subject to all of CSSCtr’s policies and practices that have been alleged as unlawful in the Class Action Complaint (“Complaint”) and Private Attorneys General Action (“PAGA”) Notice sent to CSSCtr and the Labor & Workforce Development Agency (“LWDA”).

4. I have actively participated in the litigation of this action. Prior to the commencing of this case, I provided Wilshire Law Firm and my attorneys a detailed account of the facts related to my employment with CSSCtr, including, but not limited to, CSSCtr's policy and practice of not providing its employees with California compliant meal and rest periods and requiring its employees to work "off-the-clock" during meal periods and after clocking out for the workday. Additionally, I provided my counsel with documentation in the form of annotated wage statements and timekeeping records in support of the claims brought against CSSCtr. These documents, along with the anecdotes I shared regarding my employment, assisted my attorneys in understanding the illegal policies and practices at CSSCtr. I also regularly communicated with my attorneys and staff members of Wilshire Law firm via telephone and text messages.

5. My attorneys explained to me the risks and benefits of bringing forward a class action matter. I understood the risks, both professionally and financially, associated with pursuing

1 a class action case and acting as the Class Representative. I further understood that pursuing the
2 case as a class action rather than individually meant that it would take substantially longer as a
3 result of the multi-step approval process as mandated by the California Courts. Although I was
4 made aware that there was a possibility that I could receive nothing at the end, I believed that it
5 was important to ensure that CSSCtr followed the law with respect to all of its hourly-paid, non-
6 exempt employees. Additionally, I understood that it was my responsibility to act in the best
7 interests of the Class and not just myself. In that respect, I understood my duties and
8 responsibilities to the proposed Class and carried out and will continue to carry out those duties as
9 necessary.

10 6. Throughout the course of the litigation, I maintained constant communication with
11 my attorneys and discussed pertinent matters relevant to the lawsuit. I asked questions when I
12 wanted to know what was being done to advance the interests of the Class or simply wanted an
13 update regarding the case. I understood that a recovery would not only benefit me but would
14 benefit my fellow coworkers as well. At all times, I made myself available to answer any questions
15 that my attorneys had about my employment.

16 7. This was especially true leading up to and during the mediation that took place on
17 July 26, 2021. In preparation for the mediation, I had extensive conversations with my attorneys
18 regarding the nuanced issues that we were going to advance during the negotiation process with
19 the mediator. During the mediation session, I was available to speak with my attorneys, answer
20 any questions that arose, and provide any additional documentation that was necessary to assist the
21 settlement discussions. Prior to the resolution of this matter, I reviewed and signed a Memorandum
22 of Understanding (“MOU”), which outlined the materials terms of the settlement. My attorneys
23 walked me through the individual clauses of the MOU and answered all the questions that I had.

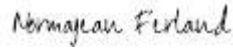
24 8. I estimate that I spent approximately 35 hours searching for and collecting
25 documents related to my employment, speaking with my attorneys throughout the litigation,
26 helping my attorneys prepare for mediation, discussing the particulars and reasonableness of the
27 settlement, and reviewing/signing documents related to the settlement.

28 9. I have reviewed the Joint Stipulation re: Class Settlement (“Settlement Agreement”)

1 in full and discussed all the terms with my attorneys. My attorneys answered all the questions I
2 had regarding the Settlement Agreement. I believe the settlement terms and allocations are fair,
3 adequate, and reasonable given the strength of the class claims and CSSCtr's defenses.

4 I declare under penalty of perjury, under the laws of the State of California and the United
5 States of America, that the foregoing is true and correct.

6 Executed on May 9, 2022 at Madera, California.

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9 NormaJean Ferland
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Ferland v. Comprehensive Spine and Sports Center, et al.
21CV375218

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is anarinyans@wilshirelawfirm.com.

On May 10, 2022, I served the foregoing **DECLARATION OF NORMAJEAN FERLAND IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Attorneys for Defendant

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on **May 10, 2022**, at Los Angeles, California.

Ashley Narinyans
Type or Print Name


Signature