

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com

Benjamin H. Haber (SBN 315664)
benjamin@wilshirelawfirm.com

Daniel J. Kramer (SBN 314625)
dkramer@wilshirelawfirm.com

WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff SARA ACEVEDO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SARA ACEVEDO, and JESUS SOTO,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

DEANCO HEALTHCARE, LLC, a limited
liability company, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 21STCV34724

*[Assigned for all purposes to Judge William
F. Highberger, Dept. 10]*

**DECLARATION OF SARA ACEVEDO IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: November 1, 2022

Time: 1:30 p.m.

Dept: 10

WINSTON LAW GROUP, P.C.

David S. Winston, Esq. CA Bar No. 301667

david@employmentlitigators.com

1880 Century Park East, Suite 511

Los Angeles, California 90067

Phone: (424) 288-4568

Fax: (424) 532-4062

Attorneys for Plaintiff Ronald Flores Nunfio

DECLARATION OF SARA ACEVEDO

I, Sara Acevedo, 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 Defendant Deanco Healthcare, LLC ("Deanco"). I worked at Deanco from approximately January 2015 to approximately February 2021 as an hourly-paid, non-exempt employee. Throughout the entirety of my employment, I was subject to all of Deanco'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 Deanco 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 Deanco, including, but not limited to, Deanco'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 wage statements and timekeeping records in support of the claims brought against Deanco. These documents, along with the anecdotes I shared regarding my employment, assisted my attorneys in understanding the illegal policies and practices at Deanco. 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 and PAGA Representative. I further understood that
2 pursuing the case as a class action rather than individually meant that it would take substantially
3 longer as a result of the multi-step approval process as mandated by the California Courts.
4 Although I was made aware that there was a possibility that I could receive nothing at the end, I
5 believed that it was important to ensure that Deanco followed the law with respect to all of its
6 hourly-paid, non-exempt employees. Additionally, I understood that it was my responsibility to
7 act in the best interests of the Class and not just myself. In that respect, I understood my duties
8 and responsibilities to the proposed Class and carried out and will continue to carry out those duties
9 as 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 December 20, 2021. In preparation for the mediation, I had extensive conversations with my
18 attorneys regarding the nuanced issues that we were going to advance during the negotiation
19 process with the mediator. During the mediation session, I was available to speak with my
20 attorneys, answer any questions that arose, and provide any additional documentation that was
21 necessary to assist the settlement discussions. Prior to the resolution of this matter, I reviewed and
22 signed a Memorandum of Understanding (“MOU”), which outlined the materials terms of the
23 settlement. My attorneys walked me through the individual clauses of the MOU and answered all
24 the questions that I had.

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

8 11. I am aware that my lawsuit is being resolved as part of a global settlement that
9 resolves class actions filed against Deanco. I further understand that any awarded attorneys' fees
10 will be split amongst the plaintiffs' counsel as follows: Winston Law Group, P.C. (80%); and
11 Wilshire Law Firm, PLC (20%). I have consented to this fee split.

14 Executed on October ⁶, 2022 at North Edwards, California.

17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	

Sara Acevedo, et al. v. Deanco Healthcare, LLC
21STCV34724

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 minjee@wilshirelawfirm.com.

On **October 7, 2022**, I served the foregoing **DECLARATION OF SARA ACEVEDO 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
Deanco Healthcare, LLC

- (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 **October 7, 2022**, at Los Angeles, California.


Signature