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Attorneys for Plaintiff MARA SANTAMARIA,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MARA SANTAMARIA, and on behalf of all
others similarly situated,

Plaintiffs,

v.

BRIGHT HORIZONS CHILDREN'S
CENTER, a Delaware Corporation; BRIGHT
HORIZONS FAMILY SOLUTIONS INC., a
Delaware Corporation, and DOES 1-10,
inclusive,

Defendants.

Case No.: CIVSB2210140

Assigned For All Purposes To:
Judge: Michael A. Sachs
Dept.: S28

**DECLARATION OF MARA SANTAMARIA
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: December 8, 2022
Time: 08:30 a.m.
Dept.: S28

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I, Mara Santamaria, declare as follows:

1. I am a named plaintiff in this action and commenced this action against my former employer. I have personal knowledge of all facts in this declaration and, if asked, I would testify to these facts under oath in court.

2. I worked as a non-exempt employee for Defendant Bright Horizon’s Children’s Center and Bright Horizons Family Solutions, Inc. (“Defendant” or “Bright Horizons”) from approximately 2014 until May 2021.

3. During my employment, I was not paid for all hours that I worked and was not properly paid overtime. I was also not paid in a timely manner upon separation from employment. I was not provided compliant meal and rest periods or compensated premium pay when meal and rest periods were not lawfully provided. I also was not provided accurate wage statements or reimbursed for necessary business expenses.

4. After meeting with my attorneys about these issues, I decided to proceed with a lawsuit against my former employer. At the time, I also agreed to represent all other similarly situated non-exempt hourly paid employees who worked for Defendant in California, and to obtain relief for the entire class. I also agreed to consider the interests of the class just as I would consider my own interest.

5. On September 23, 2021, I filed a Class action lawsuit with the Superior Court of California for the County of San Francisco entitled, *Mara Santamaria v. Bright Horizons Children's Center, et al*, Case No. GCG-21-595518. My attorneys filed the class action complaint on behalf of myself and other non-exempt employees of Defendants who were not paid for each hour working including minimum wages and proper overtime, provided meal periods, authorized and permitted to take rest periods, not provided accurate wage statements, not paid all wages owed upon termination, and not reimbursed for necessary business expenses.

6. On May 17, 2022, I filed a Class Action Complaint in San Bernardino Superior Court against Bright Horizons (“**Complaint**”). The Complaint alleged that Defendant: (1) failed to pay wages; (2) failed to provide meal periods as required; (3) failed to provide rest periods as

1 required; (4) failed to reimburse business expenses; (5) failed to pay timely wages (6) failed to
2 provide accurate itemized wage statements; and (7) violated Business & Professions Code §
3 17200, *et seq.*

4 7. On August 5, 2022, I filed a First Amended Complaint against Defendants in the
5 San Bernardino action for: (1) failure to pay wages, including minimum wages and overtime at the
6 correct rates and for all hours worked; (2) failure to provide meal periods as required, or premiums
7 at the correct rate in lieu; (3) failure to provide rest periods as required, or premiums at the correct
8 rate in lieu; (4) failure to reimburse business expenses; (5) failure to pay timely wages during
9 employment (6) failure to timely pay wages upon separation or termination from employment; (7)
10 failure to provide accurate and itemized wage statements; (8) violation of Business & Professions
11 Code § 17200, *et seq.*; and (9) civil penalties under Private Attorneys General Act , Labor Code
12 section 2698, *et seq* (“**Operative Complaint**”). The Operative Complaint and PAGA Notice
13 conform to the claims made by Plaintiff during the litigation and at mediation and the basis for the
14 agreed settlement.

15 8. When I agreed to represent the class, I understood it was my duty to be readily
16 available and to participate actively in the case. I knew that I needed to keep aware of the status
17 and progress of the lawsuit and assist my attorneys in litigating the case on behalf of the Class. At
18 all times, I worked to fulfill these duties on behalf of the Class.

19 9. I also understood the risks I could face due to my involvement as a named plaintiff.
20 I understood that I could be held responsible for the payment of Defendant’s court-awarded
21 litigation costs and potentially attorneys’ fees if I did not prevail in the litigation. Therefore, I
22 realized that I was taking a significant amount of risk in filing the class action lawsuit.

23 10. I knew that my name could easily be located on a search of court records and that
24 any prospective employer may find out that I had sued my former employer.

25 11. Even though I knew I was taking risks, I knew I had to do what I believed was right
26 and pursue claims on behalf of other employees to vindicate our rights and attempt to recover the
27 wages owed to us.

12. My attorneys prepared and forwarded me copies of the complaints for review in this case. I thoroughly reviewed the complaints and discussed the contents of the complaint with my attorneys.

13. I spent a substantial amount of time and effort pursuing my claims and the claims of the other similarly situated employees from the time I retained my attorneys to this date.

14. During the litigation, I spent hours on telephone calls discussing the facts of my case with the attorneys and staff of James Hawkins APLC. I spent hours discussing the facts related to my employment with Defendant, including discussing my job duties and responsibilities as a non-exempt employee, my experiences, Bright Horizon's policies and practices, and the hours and days I worked. I have also worked to identify witnesses and assist my attorneys in moving this case forward. I was also involved in many discussions with my co-workers regarding the case and the circumstances of our employment. I have also reviewed certain documents produced during the information exchange process in this case to assist my attorneys in prosecuting this case and ultimately preparing for a full day of mediation. I also remained available during the mediation in order to assist with any questions or issues that arose.

15. I also spent hours looking for all documents related to my employment with Defendant and sending them to my attorneys, which included wage statements, personnel documents, emails, and separation paperwork. I further spent several hours on telephone calls discussing the documents I provided to my attorneys.

16. My attorneys provided me with a copy of the proposed Settlement Agreement which I reviewed carefully before signing it. I have discussed the terms and any questions I had with my counsel. As a term of the settlement, I have agreed to give a broad release of all claims (except those currently pending in my individual arbitration) that I had or might have against Defendant arising from my employment. No other Class Member will be required to give such a release. I understand this is sometimes asked of Class Representatives.

17. It is my opinion that the proposed settlement achieved is fair, adequate and reasonable.

1 18. I understand that approximately 5,500 current and former employees of Defendants
2 will receive payments they would not otherwise have recovered but for the initiation of the case.

3 19. I have always considered the interests of the class just as I would consider my own
4 interest and placed the interests of the class above my own since I commenced the case against
5 Bright Horizons. In addition, I believe I have put myself at risk by pursuing this lawsuit on behalf
6 of myself and other current and former employees of Defendant, and I understand that my
7 participating in this lawsuit could inhibit my ability to seek gainful employment in the future.

8 20. I am requesting the Court approve a \$10,000 Service Payment. I believe this
9 amount is reasonable considering the amount of work and time I spent with my attorneys to
10 achieve this excellent settlement. The time and service I provided to the Class resulted in the
11 parties agreeing to settle the case and a positive outcome for the entire Class, who will receive a
12 share of the settlement funds in this case.

13 21. I further believe the amount of the Class Representative Service Payment is very
14 reasonable considering the financial and professional risks I took by bringing a class action
15 lawsuit against my former employer, including the potential of paying court-awarded litigation
16 costs to Defendant and the negative exposure to future employers. I also gave a broad release of
17 all claims against Defendant arising from my employment (except those related to the arbitration)
18 that other Class Members did not have to give.

19 22. As I have been since September 2021, I am committed to this case and intend to
20 continue to participate as needed until the conclusion of this matter for the benefit of the Class.

21
22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct. Execute on November 14, 2022, in Sacramento, California.

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25
26 Mara L Santamaria
Mara L Santamaria (Nov 14, 2022 12:38 PST)

27 Mara Santamaria