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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

Coordination Proceeding
Special Title (Rule 3.550)

**SUNSHINE RETIREMENT WAGE AND
HOUR CASES**

) JCCP No. 5247
) Hon. Lauri A. Damrell
) Dept. 28

) **DECLARATION OF LUPE MORALES
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

)
) Date: October 6, 2023
) Time: 9:00 a.m.
) Dept.: 28

)
) Action filed: September 22, 2021

**DECLARATION OF LUPE MORALES IN SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

1 I, Lupe Morales, declare:

2 1. I am an individual currently residing in Sacramento, California. I am over the age
3 of 18, and the following is based upon my own personal knowledge. If called to testify, I could and
4 would testify thereto.

5 2. I was employed by Sunshine Retirement Living, LLC dba Creekside Oaks
6 Retirement (hereinafter referred to as "Defendants") from October 8, 2020 through present as a
7 concierge.

8 3. I initiated my first contact with Frontier Law Center in 2021. Thereafter, I jointly
9 retained Frontier Law Center and Janelle Carney – Attorney at Law, APC to represent me in the
10 class action and Private Attorney General Act ("PAGA") action on or about October 18, 2021. I
11 spoke to the lawyers at Frontier Law Center as well and their staff regularly through the past two
12 (2) years since retaining them as Counsel.

13 4. I understand that the lawsuit alleges Defendant did not pay wages to hourly
14 employees for all the time that they worked each day due to improper calculation of the regular rate
15 of pay, failing to provide proper meal breaks, including requiring employees to take on-duty meal
16 periods and failing to provide proper off-duty rest breaks, off premises. I also understood that the
17 lawsuit alleged that the paystubs provided by Defendant was not compliant with the labor code and
18 that there were allegations that employees who either quit or were terminated from Defendants
19 were not paid all their earnings due to the claims made in the lawsuit.

20 5. While I was employed by Defendant, I was not able to take legally compliant meal
21 breaks due to Defendants' policy of requiring employees to work through their meals while they
22 remain on site. Further, I was required to carry my cellular device and answer calls while on a
23 break.

24 6. During my employment with Defendants, I was not authorized or permitted to take
25 the two (2) duty-free off premises 10-minute rest periods on my 8-hour shifts. I was regularly
26 required to work through my rest periods in order to complete my duties. I was not allowed to leave
27 the premises while on a rest break. As stated, I was required to respond to calls while on my break.

28 7. I had difficulty understanding the information that was provided to me on my pay
stubs.

1 8. I believed that the policies of which I complained were the same for all Defendant's
2 hourly employees. I was able to provide documents and to review documents that were produced
3 in this action including paystubs. I believe that the documents that I provided to my counsel as well
4 as documents produced by Defendants verify that Defendants were not properly paying me or other
5 hourly employees. I assisted in all aspects of this litigation, and attending attorney meetings and
6 multiple telephonic conferences in preparation for mediation. I did review documents provided to
7 me by my attorneys and spent numerous hours in discussions about this matter with my attorneys at
8 the Frontier Law Center.

9 9. Despite numerous family obligations and work matters, I have spent 30-40 hours on
10 this case since my initial contact with the lawyers on this matter, nearly two (2) years ago and
11 anticipate more time as the class settlement notice will be mailed shortly. I asked for and was
12 provided all relevant documents and pleadings in this case including the defense position in
13 preparation for mediation. I have reviewed the settlement papers and the payroll, time records, and
14 policy documents that were produced in the litigation and for the mediation session. I was also
15 involved in discussing evidence and the expert exposure provided in advance of mediation. I
16 participated in all calls as requested by counsel.

17 10. I was available on the Zoom call during the mediation on February 27, 2023. I was
18 involved in the settlement negotiations and discussions with Frontier Law Center and Janelle
19 Carney – Attorney at Law, APC. I gave my authorization to negotiate and the parties settled at
20 mediation under the guidance of Daniel Buckley. Further, I signed an individual settlement
21 agreement releasing any and all other claims associated with my employment with Sunshine.

22 11. I am an adequate representative of the hourly employees. I also believe that I am
23 adequate to represent all class members in the claims that are being certified on a conditional basis
24 as a result of the settlement. My interests are the same as the other hourly employees, as
25 Defendants utilized one timekeeping system for all hourly employees and one common meal/rest
26 period policy and practice. I have no interests antagonistic to the class. I also believe my attorneys,
27 including co-counsel Janelle Carney – Attorney at Law, APC and Frontier Law Center, are
28

adequate to represent the class. I have always been prepared and willing to remain a class representative through trial in this matter, if necessary.

12. Prior to agreeing to be a class representative, I was asked to sign a Duty of Class Representative and I agreed that I was informed and gladly agreed to accept the following in regard to my role as a class representative:

a. A class representative represents the interests of all members of the class in the litigation to recover money damages or obtain injunctive relief for the class;

b. I would and did represent all persons who are similarly situated with respect to a common course of conduct or practice. In other words, all those persons who are affected by the challenged behavior;

c. A class representative has claims that are typical of those of the class, and thus involve common issues of law or fact;

d. A class representative always considers the interests of the class just as he would consider his own interests and must put the interests of the class before his own interests. This means that I am a champion of the class or a fiduciary litigant;

e. A class representative always actively participates in the lawsuit, as necessary, by, among other things, answering interrogatories, producing documents to the defendants and giving deposition and trial testimony if required. I understood that I may be required to travel to give such testimony;

f. A class representative recognizes and accepts that any resolution of the lawsuit, by dismissal or settlement, is subject to Court approval, and must be designed in the best interest of the class as a whole;

g. A class representative is not required to be particularly sophisticated or knowledgeable about the subject of the lawsuit. However, a class representative should follow the progress of the lawsuit and should provide all relevant facts to the lawyers for the class. I did follow the progress of the case from the day it was filed until the present;

1 h. A class representative volunteers to represent or champion many other
2 people with similar claims and injuries because of the importance of the case and
3 that necessity that all class members benefit from the lawsuit equally; the savings of
4 time, money and effort should benefit all parties and the Court. Class actions are an
5 important tool to assure compliance with the law even where an individual' losses
6 may be relatively small.

7 13. I also understood that I was acting as a Private Attorney General on behalf of the
8 aggrieved employees and the State of California. I believe that the Class Action Settlement in the
9 gross amount of \$940,000.00 obtained on behalf of the class of approximately 1,130 class members
10 is excellent in view of the complex and varied issues involved with the case. I took into
11 consideration the strength and weakness of the various claims for all employees and along with my
12 attorneys agreed to the settlement. I was prepared to sit for class trial, PAGA trial, and individual
13 trial if necessary. I strongly support the settlement in this matter. When I was contemplating
14 settlement, I always kept the best interests of the class in mind over my own and I was not willing
15 to settle the matter until I felt it was in the best interest of all class members. I understand that the
16 settlement value is approximately 34% of the reasonable value of the case and believe that this is
17 excellent result, given the financial issues facing the Defendant. As set forth above, I have been
18 involved with the pleadings, discovery, and the settlement negotiations prior to, during, and after
19 the mediation session. I understand many risk factors that were considered and financial issues that
20 were considered when agreeing to the settlement being presented to the Court. I have every reason
21 to believe that the class members will be excited about the settlement amount and their respective
22 settlement share. Despite the financial hardship that it would have caused me, I was prepared to sit
23 in trial for up to 2-4 weeks, if necessary.

24 14. I have no claim that was antagonistic to the class. I accepted the potential risk of
25 being liable for the opposing parties' costs if we were unsuccessful in this lawsuit. I have accepted
26 the stigma of being a class representative in a class action labor dispute which has affected my
27 future employability with Defendants and in the same industry.
28

1 15. Furthermore, it is my opinion that my request for a class representative enhancement
2 in the amount of \$10,000.00 each for myself and the other class representatives, Erika Muniz and
3 Blanca Navarro is fair, reasonable and adequate. I had legitimate fear that my participation as one
4 of the lead Plaintiffs in this class action and PAGA representative action would result in future
5 issues should I try to work in the same industry. I accepted the potential risk of being liable for the
6 opposing parties' costs if we were unsuccessful in this lawsuit, I will provide the Court with another
7 declaration at the time of Final Approval justifying the request after the Notice period has expired.
8 I do understand that the enhancement amount is not guaranteed and that the requested amount is
9 fair and reasonable in light of my work experience and the fact that I did give up my rights to sue
10 Defendants by signing a general release.

11 16. As part of this class settlement and in exchange for the \$10,000.00 class
12 representative enhancement, I am signing a general release. I also understand that there are only
13 two other employees, both former employees that agreed to be a named Plaintiff in this matter. I
14 am aware that many of my former co-workers were afraid to be added to the complaint for fear of
15 retaliation and the inconvenience of being a named plaintiff. Accordingly, I do believe that a
\$10,000.00 enhancement is reasonable and fair.

16 17. I support my attorneys' request for fees as I believe the fee request of 33.333% of
17 the gross settlement amount of \$940,000.00 or \$313,333.33. I understand and did provide my
18 written consent on or about July 27, 2021, to the attorney's fee split that provides that Janelle
19 Carney – Attorney at Law, APC and Frontier Law Center will split 60% of any fee award and
20 Wilshire Law Firm, counsel for Plaintiffs, Erika Muniz and Blanca Navarro, will be awarded 40%
21 of the fee award, as it relates to the class members/aggrieved employees who worked as hourly
22 employees for Defendants during the class periods. I specifically consent to the proposed fee split
23 that would provide fees for each firm as follows:

Janelle Carney – Attorney at Law, APC:	\$93,999.99
Frontier Law Center:	\$93,999.99
Wilshire Law Firm:	\$125,333.33
Total Fee Request	\$313,333.33

