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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

IN RE SUNSHINE RETIREMENT WAGE
AND HOUR CASES

Case No.: JCCP 5247

CLASS ACTION

*[Assigned for all purposes to Hon. Lauri A.
Damrell, Dept. 28]*

**DECLARATION OF PLAINTIFF ERIKA
MUNIZ IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: October 6, 2023

Time: 9:00 A.M.

Dept: 28

DECLARATION OF ERIKA MUNIZ

I, Erika Muniz, 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 Sunshine Retirement Living, LLC (“Sunshine Retirement”). I worked at Sunshine Retirement from approximately April 2021 to approximately June 2021 as an hourly-paid, non-exempt employee. Throughout the entirety of my employment, I was subject to all of Sunshine Retirement’s policies and practices that have been alleged as unlawful in the Class Action Complaint (“Complaint”) and Private Attorneys General Act (“PAGA”) Notice sent to Sunshine Retirement 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 Sunshine Retirement, including, but not limited to, my belief that Sunshine Retirement had a policy and practice of not providing its employees with California compliant meal and rest periods and requiring its employees to work “off-the-clock” prior to clocking in for the workday, during meal periods, and after clocking out for the workday. Additionally, I provided my counsel with wage statement documentation in support of the claims brought against Sunshine Retirement. These documents, along with the anecdotes I shared regarding my employment, assisted my attorneys in understanding the policies and practices at Sunshine Retirement. I also regularly communicated with my attorneys and staff members of Wilshire Law firm via telephone and text messages.

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

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

18 7. This was especially true leading up to and during the mediation that took place on
19 February 27, 2023. In preparation for the mediation, I had extensive conversations with my
20 attorneys regarding the nuanced issues that we were going to advance during the negotiation
21 process with the mediator. During the mediation session, I was available to speak with my
22 attorneys, answer any questions that arose, and provide any additional documentation that was
23 necessary to assist the settlement discussions.

24 8. In early September 2023, I reviewed and signed the Class Action and PAGA
25 Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”). My attorneys
26 answered all the questions I had regarding the Settlement Agreement. I believe the settlement
27 terms and allocations are fair, adequate, and reasonable given the strength of the class claims and
28 Sunshine Retirement’s defenses.

9. I have been advised by my attorneys that the counsel working on the matter filed by Plaintiff Lupe Morales have agreed to share any award of attorney fees in the related actions as follows: (1) 60% of the total attorneys' fees awarded will be allocated to Janelle Carney – Attorney at Law, APC (“JCAL”) and Frontier Law Center (“FLC”), counsel for Plaintiff Lupe Morales; and (2) 40% of the total attorneys' fees awarded will be allocated to Wilshire Law Firm PLC, counsel for Plaintiffs Erika Muniz and Blanca Navarro. I agree to the proposed division of attorneys' fees with regard to the proposed settlement of this Action.

10. I estimate that I spent approximately 40 hours searching for and collecting documents related to my employment, speaking with my attorneys throughout the litigation, helping my attorneys prepare for mediation, discussing the particulars and reasonableness of the settlement, and reviewing/signing documents related to the settlement.

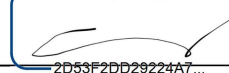
11. As a term of the proposed Class Settlement, I have agreed to provide Defendants with a general release of claims arising from my employment.

12. I do not have any interest, financial or otherwise, in the proposed third-party administrator, ILYM Group, Inc.

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

Executed on 9/6/2023 at Tustin, California.

DocuSigned by:


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Erika Muniz