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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

VIRGINIA PAYABYAB, MARIE APONTE,
MEGAN WILDER, individually, and on behalf of
all others similarly situated,

Plaintiffs,

v.

BRIDGE HOSPICE LLC, a California
corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2021-00046218-CU-OE-CTL

CLASS ACTION

*[Assigned for all purposes to: Hon. Timothy
Taylor, Dept. C-72]*

**DECLARATION OF MARIE APONTE IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Filed concurrently with: Plaintiffs' Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; Declarations of Justin
F. Marquez, Virginia Payabyab, Megan
Wilder, and Julie Green in Support of Motion;
and [Proposed] Order Granting Motion.]*

PRELIMINARY APPROVAL HEARING

Date: June 23, 2023

Time: 1:30 p.m.

Dept: C-72

Complaint filed:

October 29, 2021

FAC filed:

December 7, 2022

DECLARATION OF MARIE APONTE

I, Marie Aponte, 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 Bridge Hospice LLC ("Bridge Hospice"). I worked at Bridge Hospice from approximately January 2021 to January of 2022 as an hourly-paid, non-exempt employee. Throughout the entirety of my employment, I was subject to all of Bridge Hospice'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 Bridge Hospice and the Labor & Workforce Development Agency ("LWDA").

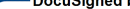
4. I have actively participated in the litigation of this action. Prior to the commencement of this case, I provided Wilshire Law Firm and my attorneys a detailed account of the facts related to my employment with Bridge Hospice, including, but not limited to, my belief that Bridge Hospice had a policy 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. Bridge Hospice also failed to reimburse me for necessary business expenses incurred by me and other employees. Additionally, I provided my counsel with wage statement documentation in support of the claims brought against Bridge Hospice. These documents, along with the anecdotes I shared regarding my employment, assisted my attorneys in understanding the policies and practices at Bridge Hospice. 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 Bridge Hospice followed the law with respect to all of its hourly-paid,
8 non-exempt employees. Additionally, I understood that it was my responsibility to act in the best
9 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. This was especially true leading up to and during
18 the mediation that took place on September 27, 2022. In preparation for the mediation, I had
19 extensive conversations with my attorneys regarding the nuanced issues that we were going to
20 advance during the negotiation process with the mediator. During the mediation session, I was
21 available to speak with my attorneys, answer any questions that arose, and provide any additional
22 documentation that was necessary to assist the settlement discussions.

23 7. On or about January 10, 2023, I reviewed the Stipulation of Class and PAGA Action
24 Settlement and Release (“Settlement Agreement”) in full and discussed all the terms with my
25 attorneys. My attorneys answered all the questions I had regarding the Settlement Agreement. I
26 believe the settlement terms and allocations are fair, adequate, and reasonable given the strength
27 of the class claims and Bridge Hospice’s defenses. That same day, I signed the Settlement
28 Agreement.

Executed on 5/30/2023 at San Diego, California.

DocuSigned by:

 89900F268D80470
 Marie Aponte

PROOF OF SERVICE

Virginia Payabyab, et al. v. Bridge Hospice LLC, et al.
37-2021-00046218-CU-OE-CTL

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, 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 ssespene@wilshirelawfirm.com.

On **May 31, 2023**, I served the foregoing **DECLARATION OF MARIE APONTE IN SUPPORT OF PLAINTIFFS' 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:

Spencer W. Waldron (SBN 284029)
swaldron@fisherphillips.com
Ashley N. Pham (SBN 318476)
apham@fisherphillips.com
FISHER & PHILLIPS LLP
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Irvine, California 92614
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Attorneys for Defendant

- (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.
- (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.

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 31, 2023, at Los Angeles, California.



Sandy S. Sespene