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**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 VIRGINIA
PAYABYAB 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, Maria Aponte, 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

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.

1 8. I estimate that I spent approximately 30 hours searching for and collecting
2 documents related to my employment, speaking with my attorneys throughout the litigation,
3 helping my attorneys prepare for mediation, discussing the particulars and reasonableness of the
4 settlement, and reviewing/signing documents related to the settlement.

5 9. I do not have any interest, financial or otherwise, in the third-party administrator,
6 CPT Group, Inc., or the Cy Pres recipient, Legal Aid A Work.

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

9 Executed on 5/31/2023 at Escondido, California.

DocuSigned by:

Virginia Payabyab

6088D8CFAD6A4D1
Virginia Payabyab

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

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.

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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