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Attorneys for Plaintiffs Randy Gines, Patricia Rios, the
Class, and on behalf of the State of California

(Additional counsel on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

RANDY GINES and PATRICIA RIOS, as
individuals and on behalf of all others similarly
situated,

Plaintiffs,

vs.

LUCILE PACKARD CHILDREN'S HOSPITAL
AT STANFORD, an unknown entity; and DOES 1
through 50, inclusive,

Defendants.

PATRICIA RIOS, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

LUCILE PACKARD CHILDREN'S HOSPITAL
AT STANFORD, an unknown entity; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. 19CV357498

Assigned for All Purposes to Honorable Theodore
C. Zayner in Department 19

[Consolidated with Case Nos. 21CV386232,
22CV397838, and 22CV397839]

**DECLARATION OF MARK
YABLONOVICH IN SUPPORT OF
PLAINTIFFS' (1) MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND (2) MOTION FOR
ATTORNEYS' FEES, COSTS,
ADMINISTRATION COSTS, AND CLASS
REPRESENTATIVE AWARDS**

Date: February 26, 2025
Time: 1:30 p.m.
Department: 19

1 KAREN ROLDAN, on behalf of herself,
2 all others similarly situated, and on behalf of the
general public,

3 Plaintiff,

4 vs.

5 LUCILE SALTER PACKARD CHILDREN'S
6 HOSPITAL AT STANFORD, a California
corporation; and DOES 1 through 10, inclusive,

7 Defendants.

8 ***Consolidated with***

9 KAREN ROLDAN, a proxy for the State of
10 California as an aggrieved employee pursuant to
the Private Attorneys General Act,

11 Plaintiff,

12 vs.

13 LUCILE SALTER PACKARD CHILDREN'S
14 HOSPITAL AT STANFORD, a California
corporation; and DOES 1 through 10, inclusive,

15 Defendants.

CASE NO. 22CV397838 (Lead)
22CV397839

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11 Attorneys for Plaintiff Karen Roldan, the Class and
12 on behalf of the State of California

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1. I am an attorney licensed to practice before all courts of the State of California. I am counsel for Plaintiff Karen Roldan (“Plaintiff Roldan” or “Ms. Roldan”), a named plaintiff in the action entitled *Roldan v. Lucile Salter Packard Children’s Hospital at Stanford*, Santa Clara County Superior Court, Case Nos. 22CV397838 (Lead) and 22CV397839, which, as part of the Class Action Settlement Agreement, has been consolidated with this action entitled *Gines and Rios v. Lucile Salter Packard Children’s Hospital at Stanford*, Santa Clara County Superior Court, Case No. 19CV357498 (the “Action”). Unless the context indicates otherwise, I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them.

2. I make this declaration in support of Plaintiffs’ (1) Motion for Final Approval of Class Action Settlement and (2) Motion for Attorneys’ Fees, Costs, and Class Representative Awards (“Motion(s)").¹

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3. I earned my Juris Doctor from Harvard Law School in 1996. I was admitted to practice law in the State of California in December of 1996 and have remained in good standing as a member of the California Bar to the present time.

4. I am the principal and owner of the Law Offices of Mark Yablonovich (“LOMY”). One of LOMY’s primary practice areas is wage and hour class actions and Private Attorneys General Act (“PAGA”) actions pursuant to California Labor Code sections 2698 et seq. that involve issues like those in the instant case. LOMY engages seasoned class action attorneys who regularly litigate wage and hour claims through certification and on the merits and have considerable experience settling wage and hour class and representative actions.

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5. I have helped successfully obtain final approval of settlements on behalf of thousands of employees, including in the following cases:

¹ Unless indicated otherwise, capitalized terms used in this Declaration have the same meaning as those defined by the Settlement Agreement.

- *Case, et al. v. Toyohara America, Inc.* (L.A. Super. Ct. No. BC328111): Obtained settlement on behalf of employees based on various wage and hour claims, including the failure to pay overtime.
- *Kenemixay v. Nordstrom, Inc.* (L.A. Super. Ct. No. BC318850): Obtained settlement on behalf of employees based on claims for unpaid overtime, and meal and rest period violations.
- *Brannon v. Midland Credit Mgmt., Inc.* (San Diego Super. Ct. No. GIC864722): Obtained settlement on behalf of employees for misclassification-based claims of overtime, meal period, rest period, and wage statement violations.
- *Taylor v. Ross Stores, Inc.* (San Bernardino Super. Ct. No. RCV 065453, JCCP No. 4331): Obtained settlement on behalf of employees for misclassification-based claims of overtime, meal period, rest period, and wage statement violations.
- *Guzman v. GAP, Inc.* (L.A. Super. Ct. No. BC310168): Obtained settlement on behalf of employees for misclassification-based claims of overtime, meal period, rest period, and wage statement violations.
- *Sunio v. Marsh USA, Inc.* (L.A. Super. Ct. No. BC328782): Obtained settlement on behalf of employees for misclassification-based claims of overtime, meal period, rest period, and wage statement violations.
- *Mavrogiorgos v. Rite Aid* (S.D. Cal. No. 05-0923): Obtained settlement on behalf of non-exempt employees based on claims of wage statement violations.
- *Meints v. Kohl's, Inc.* (San Diego Super. Ct. No. GIC 842807): Obtained settlement on behalf of non-exempt employees based on claims of meal and rest period violations.
- *Gunter v. Fidelity Nat. Fin. Inc.* (C.D. Cal. No. 07-4284): Obtained settlement of second-generation misclassification-based claims for overtime, meal period, rest period, and wage statement violations.
- *Smith v. The Children's Place* (L.A. Super. Ct. No. BC328780): Obtained settlement on behalf of retail store managers based on unpaid regular rate for overtime, waiting time penalties, and meal and rest period violations.
- *Mansfield v. Brackenhoff Mgmt. Group, Inc.* (L.A. Super. Ct. No. BC356188): Obtained

1 settlement on behalf of employees for misclassification-based claims of overtime, meal period,
2 rest period, and wage statement violations.

- 3 • *Barrett v. The St. John Companies, Inc.* (L.A. Super. Ct. No. BC354278): Obtained
4 settlement on behalf of salespersons and warehouse workers based on claims for miscalculated
5 regular rate for overtime as well as meal period, rest period, and wage statement violations.
- 6 • *Webster v. Sprint PCS, Inc.* (C.D. Cal. No. 06-04623): Obtained settlement on behalf of
7 employees for wage and hour claims, including the failure to provide accurate wage statements.
- 8 • *Winzelberg v. Liberty Mutual Ins. Co.* (C.D. Cal. No. 07-0460): Obtained settlement on
9 behalf of sales representatives for misclassification-based overtime, meal period, rest period, and
10 wage statement violations, as well as unreimbursed business expenses.
- 11 • *In re The Pep Boys Overtime Action* (C.D. Cal. No. 07-01755): Obtained settlement on
12 behalf of retail and backshop employees based on claims of overtime, meal period, rest period,
13 and wage statement violations.
- 14 • *Perry v. SunAmerica* (C.D. Cal. No. 07-1193): Obtained settlement on behalf of
15 employees based on claims of unpaid overtime, meal and rest period violations, and unreimbursed
16 business expenses.
- 17 • *Flores v. CVS Pharmacy, Inc., et al.* (C.D. Cal. No. 07-5326-FMC): Obtained settlement
18 on behalf of non-exempt retail drugstore employees for unpaid overtime, meal and rest period
19 violations, and wage statement violations.
- 20 • *Padovani v. Citicorp Inv. Servs., Inc.* (C.D. Cal. No. 07-00113): Obtained settlement on
21 behalf of securities brokers for claims of misclassification-based unpaid overtime, meal and rest
22 period violations, improper costs and deductions, and unreimbursed business expenses.
- 23 • *Clymer v. Candle Acquisition Co.* (L.A. Super. Ct. No. BC328765): Obtained settlement
24 on behalf of employees based on unpaid overtime, meal and rest period violations, wage statement
25 violations, and waiting time penalties.
- 26 • *Mobley v. GlobeGround North Am. LLC, et al.* (L.A. Super. Ct. No. BC356051):
27 Obtained settlement on behalf of non-exempt employees based on wage statement violations, and
28 a subclass of bus drivers based on claims of meal and rest period violations.

- 1 • *Hill v. Eddie Bauer* (C.D. Cal. No. 06-05224): Obtained settlement on behalf of non-
2 exempt employees based on several wage and hour violations.
- 3 • *Jost v. Sizzler USA Rests., Inc.* (L.A. Super. Ct. No. BC326914): Obtained settlement on
4 behalf of general managers and restaurant managers based on claims of unpaid overtime, meal and
5 rest period violations, waiting time penalties, forfeited vacation pay, and wage statement
6 violations.
- 7 • *Anderson v. Drive Time Car Sales, Inc.* (L.A. Super. Ct. No. BC398475): Obtained
8 settlement on behalf of account representatives and loan managers based on claims of unpaid
9 overtime, meal and rest period violations, waiting time penalties, wage statement violations, and
10 unpaid off-the-clock work.
- 11 • *In re ML Stern Overtime Litig.* (S.D. Cal. No. 07-00118): Obtained settlement on behalf
12 of misclassified account executives for unpaid overtime, meal and rest period violations, improper
13 costs and deductions, and unreimbursed business expenses.
- 14 • *Acheson v. G.A.L.A., Inc., et al.* (Santa Clara Super. Ct. No. 107-099461): Obtained
15 settlement on behalf of employees based on claims of unpaid overtime wages, split-shift
16 premiums, meal and rest period violations, waiting time penalties, and wage statement violations.
- 17 • *Home Depot Employment Cases* (L.A. Super. Ct. JCCP No. 4383): Obtained settlement
18 on behalf of employees based on wage and hour claims, including claims for meal and rest period
19 violations.
- 20 • *Romero, et al. v. Countrywide Home Loans, Inc., et al.* (San Joaquin Super. Ct. No. 39-
21 2010-00252741-CU-OE-STK): Obtained settlement on behalf of employees based on various
22 wage and hour claims, including for meal and rest period and overtime violations.
- 23 • *Gutierrez, et al. v. Lowe's HIW, Inc.* (Stanislaus Super. Ct. No. 657474): Obtained
24 settlement on behalf of employees based on various wage and hour claims, including for meal and
25 rest period violations, unpaid minimum wages, and non-compliant wage statements.
- 26 • *Figueroa, et al. v. J.C. Penney, et al.* (L.A. Super. Ct. No. BC425968): Obtained
27 settlement on behalf of employees based on wage and hour claims, including for unpaid overtime,
28 unpaid minimum wages, and unreimbursed business expenses.

- 1 • *Afar v. 4G Wireless, Inc., et al.* (L.A. Super. Ct. No. BC487241; JCCP No. 4736):
2 Obtained settlement on behalf of employees based on wage and hour claims, including for unpaid
3 overtime and meal period violations.
- 4 • *Harmon v. The Gap, Inc.* (Riverside Super. Ct. No. RIC 1206120): Obtained settlement
5 on behalf of employees based on wage and hour claims, including for unpaid overtime, unpaid
6 minimum wages, wages not timely paid on termination, and non-compliant wage statements.
- 7 • *Bridgeford/Ellis v. Pacific Health Corporation, et al.* (L.A. Super. Ct. No. BC380230):
8 Obtained settlement on behalf of employees based on wage and hour claims, including for unpaid
9 overtime, unpaid minimum wages, wages not timely paid on termination, and non-compliant
10 wage statements.
- 11 • *Haynie v. AVC Office Automation* (Ventura County Super. Ct. No. 56-2016-00477057-
12 CU-OE-VTA): Obtained settlement on behalf of employees based on wage and hour claims,
13 including for unpaid overtime, unpaid minimum wages, wages not timely paid on termination,
14 and non-compliant wage statements.
- 15 • *Muse v. California Pizza Kitchen, Inc.* (Contra Costa Super. Ct. No. MSC14-02188):
16 Obtained settlement on behalf of restaurant employees for wage and hour claims, including unpaid
17 overtime, unpaid minimum wages, wages not timely paid on termination, and non-compliant
18 wage statements.
- 19 • *Ricks, et al. v. Yard House USA, Inc., et al.* (L.A. Super. Ct. Nos. BC597097 and
20 BC625604): Obtained settlement on behalf of restaurant employees based on wage and hour
21 claims, including unpaid overtime, unpaid minimum wages, meal period and rest period
22 violations, non-compliant wage statements, and unlawful deductions based on tips and gratuities.
- 23 • *Lopez v. Kelly-Moore Paint Co., Inc.* (Tulare County Super. Ct. No. VCU273788):
24 Obtained settlement on behalf of store managers for claims of misclassified-based overtime, meal
25 and rest period violations, non-compliant wage statements, wages not timely paid during
26 employment, wages not timely paid upon termination, and unreimbursed business expenses.
- 27 • *Rodriguez v. T&R Lumber Company* (San Bernardino County Super. Ct. No.
28 CIVDS1921035): Obtained settlement on behalf of non-exempt employees for meal and rest

period violations, non-compliant wage statements, wages not timely paid upon termination, unreimbursed business expenses, and reporting time pay.

- *Martinez v. PPSN, et al.* (Orange County Super. Ct. No. 30-2016-00838797-CU-0E-CXC): Obtained settlement on behalf of employees based on wage and hour claims, including unpaid overtime, unpaid minimum wages, meal period and rest period violations, and non-compliant wage statements.
- *MV Transportation Wage and Hour Cases* (San Joaquin County Super. Ct. No. STK-CV-UOE-2018-13497, JCCP No. 4993): Obtained settlement on behalf of non-exempt, hourly drivers, bus operators, and similar positions based on wage and hour claims, including unpaid overtime, unpaid minimum wages, meal period violations, rest period violations, and non-compliant wage statements.
- *Espinosa v. Custom Goods, LLC* (L.A. Super. Ct. No. 19STCV19994): Obtained settlement on behalf of non-exempt employees for meal and rest period violations, non-compliant wage statements, wages not timely paid upon termination, unreimbursed business expenses, and reporting time pay.
- *Chavez Garcia v. South County Packing, et al.* (Monterey County Super. Ct. No. 19CV002374): Obtained settlement on behalf of non-exempt irrigators and harvesters for unpaid overtime and minimum wages, meal period and rest period violations, non-compliant wage statements, wages not timely paid upon termination, unreimbursed business expenses, and failure to provide recovery periods, shade and potable drinking water.
- *Peña v. Clinch-on Cornerbead Co., et al.* (Orange County Super. Ct. No. 30-2019-01070931-CU-OE-CJC): Obtained settlement on behalf of non-exempt employees for meal and rest period violations, non-compliant wage statements, wages not timely paid upon termination, unreimbursed business expenses, and reporting time pay.
- *Hubbs, et al. v. Big Lots Stores, Inc., et al.* (C.D. Cal. No. 2:15-cv-01601): Obtained settlement on behalf of non-exempt employees for unpaid off-the-clock overtime and minimum wages, meal and rest period violations, non-compliant wage statements, and wages not timely paid upon termination.

- *Johnson v. Wal-Mart Stores, Inc.* (San Bernardino County Super. Ct. No. CIVDS1602699) and *Cruz v. Wal-Mart Associates, Inc.* (L.A. County Super. Ct. No. 18STCV03128): Obtained settlement on behalf of non-exempt employees for meal and rest period violations, non-compliant wage statements, and wages not timely paid upon termination.
- *Wilcox v. Jacent Strategic Merchandising, et al.* (Kern County Super. Ct. No. BCV-19-102496): Obtained settlement on behalf of non-exempt employees for unpaid off-the-clock overtime and minimum wages, meal and rest period violations, non-compliant wage statements, and wages not timely paid upon termination.
- *Hernandez, et al. v. Hanjin International Corp., et al.* (Santa Clara County Super. Ct., Lead Case No. 19CV344881): Obtained settlement on behalf of non-exempt employees for unpaid off-the-clock overtime and minimum wages, meal and rest period violations, non-compliant wage statements, wages not timely paid during employment and upon termination, and failure to provide suitable seating.
- *Mejia v. Coast to Coast Commercial, LLC dba Sonic Drive-In* (San Bernardino County Super. Ct. No. CIVSB2105311): Obtained settlement on behalf of non-exempt employees for unpaid off-the-clock overtime and minimum wages, meal and rest period violations, non-compliant wage statements, wages not timely paid during employment and upon termination, and failure to provide suitable seating.
- *Alvarez, et al. v. AutoZone, Inc., et al.* (San Bernardino County Super. Ct. No. CIVDS1416344): Obtained settlement on behalf of non-exempt employees for unpaid off-the-clock overtime and minimum wages, meal and rest period violations, non-compliant wage statements, and wages not timely paid during employment and upon termination.
- *Ruiz v. Bronco Wine Co.* (Stanislaus County Super. Ct. No. CV-21-005436): Obtained settlement on behalf of non-exempt employees for unpaid off-the-clock overtime and minimum wages, meal and rest period violations, non-compliant wage statements, and wages not timely paid during employment and upon termination.
- *Hernandez v. Ruffin Hotel Corp.* (L.A. County Super. Ct. No. 22LBCV00647): Obtained settlement on behalf of non-exempt employees for unpaid off-the-clock overtime and minimum

wages, meal and rest period violations, non-compliant wage statements, and wages not timely paid during employment and upon termination.

- *Palencia Caba and Gamez-Martinez v. Caleres, Inc., et al.* (Sacramento County Super. Ct. No. 34-2021-00301944): Obtained settlement on behalf of non-exempt employees for unpaid off-the-clock overtime and minimum wages, meal and rest period violations, non-compliant wage statements, wages not timely paid during employment and upon termination, and unreimbursed business expenses.

- *Richard v. Dimension Development Co., et al.* (Orange County Super. Ct. No. 30-2022-01261804-CU-OE-CXC): Obtained settlement on behalf of non-exempt employees for unpaid off-the-clock overtime and minimum wages, meal and rest period violations, non-compliant wage statements, and wages not timely paid during employment and upon termination.

- *Wallen v. United Rentals, et al.* (Stanislaus County Super. Court, Case No. CV-22-000399): Obtained settlement on behalf of non-exempt employees for unpaid off-the-clock overtime and minimum wages, meal and rest period violations, non-compliant wage statements, and wages not timely paid during employment and upon termination.

- *Lopes, et al. v. Kohl's Department Stores, Inc.* (Alameda County Super. Court, Case No. RG08380189): Obtained two separate settlements on behalf of non-exempt employees, including one for unpaid overtime and minimum wages, meal and rest period violations, non-compliant wage statements, and wages not timely paid during employment and upon termination and another for failure to provide suitable seating.

- *Vitela v. Sizzling Platter, LLC, et al.* (San Bernardino County Super. Ct., Case No. CIVSB2208216): Obtained settlement on behalf of non-exempt employees for unpaid off-the-clock overtime and minimum wages, meal and rest period violations, non-compliant wage statements, and wages not timely paid during employment and upon termination.

- *Moreno, et al. v. Farooqi Food Management, Inc.* (San Diego County Super. Court Lead Case No. 37-2022-00033791-CU-OE-CTL): Obtained settlement on behalf of non-exempt employees for unpaid off-the-clock overtime and minimum wages, meal and rest period violations, non-compliant wage statements, and wages not timely paid during employment and

upon termination.

- *Argueta v. SMM Facilities, Inc.* (Alameda County Super. Court Case No. RG21100765): Obtained settlement on behalf of non-exempt employees for unpaid off-the-clock overtime and minimum wages, meal and rest period violations, non-compliant wage statements, and wages not timely paid during employment and upon termination.
- *Loera and Nieto v. Cellco Partnership* (Santa Clara County Super. Court Case No. 21CV386962): Obtained settlement on behalf of non-exempt retail employees for unpaid off-the-clock overtime and minimum wages, meal and rest period violations, non-compliant wage statements, and wages not timely paid during employment and upon termination.

Record of Class Action Certifications

6. During my years of practice, I have helped successfully obtain numerous class action certifications by way of contested motions, in some instances with co-counsel, including the following cases:

- *Nevins v. UHS of Delaware* (L.A. Super. Ct. No. BC322077): Obtained class certification of more than 1500 nurses and other healthcare employees based on claims of unpaid overtime and waiting time penalties.
- *Myart v. AutoZone, Inc.* (Orange County Super. Ct. No. 05CC03219): Obtained class certification of approximately 25,000 retail store employees based on claims of unpaid off-the-clock work.
- *Mares v. BFS Retail & Commercial Operations, LLC* (L.A. Super. Ct. No. BC375967): Obtained class certification of approximately 3200 current and former technicians and front-shop employees based on claims of miscalculation of the regular rate.
- *Taylor v. Ross Stores, Inc.* (San Bernardino Super. Ct. No. RCV 065453, JCCP No. 4331): Obtained class certification of assistant managers based on claims of having been misclassified as exempt from overtime pay, and meal and rest periods.
- *Mansfield v. Brackenhoff Mgmt. Group, Inc.* (L.A. Super. Ct. No. BC356188): Obtained class certification of property managers based on claims of overtime, meal and rest period violations, and the failure to timely pay wages on termination.

- *Augustus v. ABM Security Services, Inc., et al.* (L.A. Super. Ct. No. BC336416): Obtained class certification of two subclasses of security guards based on claims of meal and rest period violations.
- *Smith v. The Children's Place* (L.A. Super. Ct. No. BC328780): Obtained class certification based on claims of unpaid overtime, waiting-time penalties, and claims of meal and rest period violations.
- *Clymer v. Candle Acquisition Co.* (L.A. Super. Ct. BC328765): Obtained class certification based on claims of wage statement violations.
- *Hubbs, et al. v. Big Lots Stores, Inc., et al.* (C.D. Cal. 2:15-cv-01601): Obtained class certification of over 11,000 retail store employees based on claims of unpaid off-the-clock work.

Plaintiffs' Investigation of Factual and Legal Issues

7. As detailed below, shortly after my firm was retained to represent Plaintiff Roldan, and continuing until a settlement was reached, my colleagues and I conducted a thorough investigation of the factual and legal issues in this matter. Prior to filing Plaintiff Roldan's action against Lucile Salter Packard Children's Hospital at Stanford ("Defendant"), my office thoroughly investigated and researched the claims in controversy, the potential defenses, and the developing body of law. Pre-litigation investigation included: (1) determining Plaintiff Roldan's suitability as a representative through interviews, background investigations, and analysis of her employment file and related records; and (2) evaluating Plaintiff Roldan's potential representative claims. Our investigation also included: (3) researching similar wage and hour representative actions; (4) propounding written discovery; (5) analyzing voluminous employee time and pay records; (6) studying Defendant's employment policies; (7) researching legal issues that arose during the litigation; (8) interviewing employees; and (9) evaluating the claims and assessing Defendant's liability and exposure for purposes of settlement.

8. Based on a review of the employment records, Defendant employed Ms. Roldan from approximately December 2015 to November 30, 2021, as a non-exempt hourly-paid employee at Defendant's Palo Alto, California location. Ms. Roldan worked as a Senior MRI technologist III. Ms. Roldan's job duties included performing medical imaging procedures, performing imaging sequences necessary to reach a medical diagnosis and decision, working under the guidance of the section clinical

1 instructors and radiologists, participating in the resident training program, billing for procedures
2 performed, and maintaining necessary paperwork.

3 ***Brief Summary of the Roldan Action***

4 9. On December 23, 2021, Plaintiff Roldan submitted a written notice to the California
5 Labor and Workforce Development Agency (“LWDA”) and Defendant pursuant to Labor Code section
6 2699.3 providing notice of her intent to seek relief under PAGA for Defendant’s alleged violations of
7 various Labor Code sections.

8 10. On April 21, 2022, Plaintiff Roldan submitted a supplemental written notice to the
9 LWDA and Defendant.

10 11. On May 10, 2022, Plaintiff Roldan filed a class action entitled *Roldan v. Lucile Salter*
11 *Packard Children’s Hospital at Stanford*, Santa Clara County Superior Court, Case No. 22CV397838
12 asserting Defendant’s alleged Labor Code violations.

13 12. Also on May 10, 2022, after having exhausted the notice requirements, and as a proxy for
14 the State of California, Plaintiff Roldan filed *Roldan v. Lucile Salter Packard Children’s Hospital at*
15 *Stanford*, Santa Clara County Superior Court, Case No. 22CV397839, a PAGA representative action
16 asserting Defendant’s alleged Labor Code violations.

17 13. On June 27, 2022, Plaintiff Roldan filed an amended complaint in the PAGA action
18 adding more claims.

19 14. On February 2, 2023, Plaintiff Roldan’s two related cases were consolidated (the “*Roldan*
20 *Action*”).

21 15. Plaintiff Roldan engaged in formal discovery. On October 14, 2022, Plaintiff Roldan
22 propounded a first wave of written discovery on Defendant seeking, among other things, the contact
23 information of all employees, their time and pay records, and its California employment policies. The
24 Parties engaged in extensive meet and confer efforts. My office obtained and reviewed thousands of pages
25 of documents. We also obtained the contact information for the putative class and interviewed numerous
26 employees about their work experience.

27 16. The Parties subsequently agreed to an informal stay on discovery pending mediation.
28

The Parties' Mediation and Settlement Negotiations

17. Under the mediation confidentiality statute, Defendant produced policies and documents, information regarding the class's demographics (such as the number of employees, pay periods, workweeks, and average hourly rate), and a sample of electronic time and pay records for approximately 15% of employees. Plaintiffs' consultant analyzed the electronic data and provided us with information pertinent to mediation.²

18. The Parties agreed to a global mediation of the *Gines*, *Rios*, and *Roldan* Actions with Tripper Ortman, a well-respected wage and hour class action mediator.

19. On November 28, 2023, the Parties completed mediation with Mr. Ortman. Monica Balderrama and Tony Roberts from my office attended on behalf of Plaintiff Roldan along with our co-counsel who represent Plaintiffs Gines and Rios. Mr. Ortman helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties did not resolve the matters at mediation.

20. After a couple weeks of follow-up negotiations through Mr. Ortman, the Parties were able to reach a settlement, which was memorialized through a Memorandum of Understanding. The MOU was executed on January 18, 2024.

21. The Parties cooperated in drafting the Settlement Agreement. After additional negotiations regarding the principal terms of the Settlement, the Parties memorialized their agreement in the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement Agreement" or "Agreement") which was fully executed on July 16, 2024. A true and correct copy of the fully executed Settlement Agreement was previously filed with the Motion for Preliminary Approval.

22. Pursuant to Labor Code section 2699(l)(2), on July 16, 2024, on behalf of Plaintiff Roldan, my office submitted a copy of the Settlement Agreement by electronic submission to the LWDA. A true and correct copy of the email confirming the submission of the Settlement Agreement to the LWDA is attached as Exhibit A.

23. The Settlement was reached as a result of arm's-length negotiations. Though cordial and professional, the settlement negotiations at all times have been adversarial and non-collusive in nature.

² Our co-counsel retained EconOne to provide a damages exposure model.

1 Highly capable and experienced counsel conducted the settlement negotiations. Plaintiffs' Counsel are
2 respected members of the bar with a strong record of vigorous and effective advocacy for their clients, and
3 they are experienced in handling complex wage and hour class action and PAGA litigation.

4 24. By engaging in such a thorough investigation and evaluation of Plaintiffs' claims,
5 Plaintiffs' Counsel can opine that the Settlement, for the consideration and on the terms set forth in the
6 Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of Class Members in
7 light of all known facts and circumstances, including the risk of significant delay and uncertainty
8 associated with litigation, and various defenses asserted by Defendant.

9 25. Furthermore, a legitimate controversy exists as to Plaintiffs' claims. The possibility that
10 Plaintiffs would not certify some or all of the claims, or prevail at trial, or on appeal is therefore a risk.
11 Continued litigation would also delay payment to the Class Members and Aggrieved Employees pending
12 trial and, most likely, appellate proceedings. When these risks are balanced against the merits of Plaintiffs'
13 claims, the settlement amount is a fair, adequate, and reasonable compromise of the claims at issue.

14 26. In summary, Plaintiffs thoroughly investigated and evaluated the factual strengths and
15 weaknesses before reaching the proposed settlement, engaged in extensive discovery and reviewed
16 voluminous written policies and electronic records. Counsel for Plaintiffs conducted the necessary
17 discovery and exchange of data and information and performed thorough analyses of the law and facts,
18 including an analysis of all applicable defenses, which were the substantial bases upon which the Parties'
19 "clear view of the strengths and weaknesses of their cases" was made possible. *Boyd v. Bechtel Corp.*, 485
20 F. Supp. 610, 617 (1979).

21 27. Considering these contingencies, Plaintiffs determined that a \$9,700,000 settlement was
22 warranted by the circumstances of the case.

23 ***The Overwhelmingly Positive Response by Class Members***

24 28. Plaintiffs are pleased to report that as of the date of this declaration, only four Class
25 Members out of 7,394 opted out of the Released Claims, which constitutes 0.05%, and there are no
26 objections.

27 ///

28 ///

The Class Representative Enhancement Awards/General Release Payments to Plaintiffs Are Reasonable

29. Both the State of California and all Class Members are beneficiaries of a settlement that would not have been made possible but for the effort and commitment of Plaintiffs. Here, the Settlement provides for Class Representative Enhancement Awards/General Release Payments to each Plaintiff in an amount not to exceed Twenty Thousand Dollars (\$20,000). The Class and PAGA Representative Enhancement Awards/General Release Payments are reasonable because Plaintiffs “remained fully involved and expended considerable time and energy during the course of the litigation.” *In re Toys “R” Us FACTA Litig.*, 295 F.R.D. 438, 471 (C.D. Cal. 2014) (citation omitted). Plaintiff Roldan devoted substantial time and effort toward assisting her attorneys with the prosecution of the Action, and her unique contributions to the litigation should be rewarded.

30. The requested Class Representative Enhancement Awards/General Release Payments are intended to recognize: (1) the substantial time and effort that Plaintiffs expended on behalf of the Class Members; (2) the significant risks Plaintiffs faced as a result of bringing the Action, which could affect their prospects for future employment; (3) the fact that Plaintiffs put the interests of the Class Members ahead of their own; and (4) the substantial benefits conferred upon the Class Members as a result of Plaintiffs’ action.

31. Plaintiff Roldan spent numerous hours performing tasks for this case, including but not limited to, consulting with counsel, searching for and producing relevant documents, providing counsel with information about witnesses and her work experience with Defendant, reviewing and consulting with counsel regarding settlement documents, keeping herself and fellow class members informed of the developments in the case, remaining on-call during mediation, and participating in decisions concerning the case, including settlement, and regularly calling for updates.

32. The Class Representative Enhancement Awards/General Release Payments are also justified in light of the reputational risk that Plaintiffs have assumed by litigating claims against a former employer. Absent the Class Representative Enhancement Awards/General Release Payments, Plaintiffs will recover no more than other Class Members, despite undergoing personal sacrifice in bringing suit on behalf of the Class Members.

1 33. In other representative actions, the named plaintiffs have been awarded service awards
2 equal to or even far greater than what is requested here. *See Augustus v. American Commercial Security*
3 *Servs.*, Los Angeles County Superior Court Case No. BC336416 (July 21, 2020) (awarding one plaintiff
4 an enhancement of \$50,000 and another \$25,000); *Baumann v. Chase Investment Services, Corp.*, Los
5 Angeles County Superior Court Case No. BC464979 (July 12, 2017) (approving a service award of
6 \$25,000); *Ross v. U.S. Bank Nat’l Assn.*, U.S.D.C. Case No. 07-2951 SI (awarding each of the four
7 plaintiffs \$20,000); *Smith, et al. v. Kaiser Foundation Hospitals, Inc.*, U.S.D.C. Case No. 08-cv-2353
8 LAB-JMA (awarding two plaintiffs enhancements of \$25,000 each and one plaintiff an enhancement of
9 \$20,000); *Winzelberg v. Liberty Mutual Ins. Co.*, U.S.D.C. Case No. 07-460 GAF (awarding an
10 enhancement of \$20,000).³

11 34. Further, when examining the case law establishing the reasonable range of enhancements
12 granted to plaintiffs in class actions, the Court should take inflation into account. For example, the opinion
13 *Cellphone Termination Fee Cases*, 186 Cal.App.4th 1380, 1393-1395 (2010) (affirming incentive awards
14 of \$10,000) was decided in June 2010. The opinion was regarding an appeal from an objection to a final
15 approval hearing that took place in November 2008. *Id.* at 1383. Utilizing the United States Bureau of
16 Labor Statistics CPI Inflation Calculator (“CPI Inflation Calculator”), which is available at
17 https://www.bls.gov/data/inflation_calculator.htm, a \$10,000 enhancement from November 2008 would
18 be worth approximately \$14,857.24 as of December 2024.

19 ***Lodestar and Cost Analysis***

20 35. LOMY took the *Roldan* case on a pure contingency basis and had no guarantee it would
21 receive any remuneration for the hundreds of hours spent litigating the claims, or for the out-of-pocket
22 costs it incurred.

23 ³ Courts have routinely granted approval of settlements containing such incentive awards. *See Van*
24 *Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive award of
25 \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 374 (S.D. Ohio 1990)
26 (two incentive awards of \$55,000, and three incentive awards of \$35,000); *Brotherton v. Cleveland*, 141 F.
27 Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a \$50,000 incentive award); *Enter. Energy Corp. v.*
28 *Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 251-52 (S.D. Ohio 1991) (\$50,000 awarded to each
class representative); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27,
2007) (awarding \$25,000 incentive award in FLSA overtime wages class action); *Cook v. Niedert*, 142
F.3d 1004, 1016 (7th Cir. 1998) (affirming \$25,000 incentive award to class representative).

36. The Settlement provides for a payment of attorneys' fees to Plaintiffs' Counsel in an amount not to exceed one-third of the Gross Settlement Amount, or Three Million Two Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$3,233,333.33).

37. LOMY's billing records and those of the attorneys it engages are maintained in the regular course of business. The following chart sets forth the reasonable hourly rate and the hours billed by each attorney to the *Roldan* Action.

Attorney Name	CA Adm.	Rate	Hours	Fees
Mark Yablonovich	1996	\$950	35	\$33,250.00
Mónica Balderrama	1998 ⁴	\$875	109.4	\$95,725.00
Brian Pastore	2008	\$750	2.6	\$1,950.00
Lisa Hartlep	2010	\$690	0.8	\$552.00
Tony Roberts	2017	\$610	349.1	\$212,951.00
Total			496.9	\$344,428.00

38. While being adjusted to track market increases, LOMY's rates have remained reasonable and competitive, and have been consistently approved by state and federal courts. Courts have also traditionally approved hourly rates in this and similar ranges for plaintiff's side law firms. For example, and ***without adjusting for inflation***: *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving rates of \$650-\$800⁵ for senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F. Supp. 2d 1160, 1172 (C.D. Cal. 2010) (approving rates between \$445 and \$675); *Faigman v. AT&T Mobility LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb. 15, 2011) (approving hourly rates of \$650 for partners and \$500 for associates); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, No. 37-2008-00096019 (San Diego Super. Ct., Aug. 27, 2010) (\$695 to \$750 for partners; \$495 for associates); *Barrera v. Gamestop Corp.*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010) (\$700 for partners; \$475 for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010) (\$655 to \$750 for partners; \$300 to \$515 for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Super. Ct.) (approving 2012 partner rates between \$550 and \$850); and *Holloway v. Best Buy Co.*, C-05-5056-PJH (MEJ) (N.D. Cal.) (approving 2011 partner rates of \$825 to \$700; associate rates between \$355 and \$405).

⁴ Although Ms. Balderrama passed the California Bar in 1996, she was admitted to practice law after her judicial clerkship in 1998.

⁵ For example, adjusted for inflation and per the CPI Inflation Calculator, \$800 in June 2013, equates to \$1,081.28 in December of 2024.

39. Plaintiffs and Plaintiffs' Counsel have agreed to the following attorneys' fee division: LOMY is entitled to 30% of the attorneys' fees, i.e., \$970,000, and Hyun Legal, APC and Polaris Law Group are entitled to 70%, i.e., \$2,263,333.33.⁶

40. As of the date of this declaration, LOMY's costs and expenses in this case—costs that would be normally billed to a fee-paying client—consist of the following:

Costs & Expense Categories	Amount
Court Fees (complaint, complex fees, jury fees, filings) and LWDA filing fees	\$3,190.00
Service of Process	\$439.15
Research and Investigation	\$272.16
Postage and Mailing	\$41.12
Total	\$3,949.38

41. LOMY anticipates incurring an additional \$60 to file the motion for attorneys' fees and costs. LOMY's total costs will be \$4,009.38.

Proposed Distribution of Uncashed Funds

42. If the Court grants final approval, ILYM Group, the administrator, will mail checks to the Class Members. Class Members will have 180 days to cash their Settlement checks. Ninety days after the checks are mailed, the Settlement Administrator will mail reminder postcards to Class Members and Aggrieved Employees whose checks remain uncashed. If Class Members and Aggrieved Employees do not cash their checks within that period, or a check is undeliverable, those checks will become void. The settlement payment amounts will then be distributed to the Court-approved cy pres recipients.

43. Pursuant to Code of Civil Procedure section 384, the Parties have agreed to three nonprofit agencies that support the underlying class action because they protect and promote workers' rights. The monies for any uncashed checks (upon the expiration date) would be paid to Legal Aid at Work, WorkSafe, Inc., and California Rural Legal Assistance. Legal Aid at Work is a nonprofit legal services organization that has been assisting low-income working families for more than 100 years. WorkSafe advocates for strong occupational safety and health protections for workers, particularly low-income, immigrant, and contingent workers. California Rural Legal Assistance provides free civil legal services to low-income residents of California's rural counties, including primarily in labor and employment matters. Thus, pursuant to Code of Civil Procedure section 384, these entities promote the

⁶ Hyun Legal, APC and Polaris Law Group have a further agreement to split their 70% share.

1 purpose of the underlying class action because they protect workers' rights. Neither Plaintiffs, nor
2 Plaintiffs' counsel have any personal or financial relationship with Legal Aid at Work, WorkSafe, Inc., or
3 California Rural Legal Assistance.

4 44. Concurrently with the filing of the Motions, Plaintiff Roldan has uploaded the Motion for
5 Attorneys' Fees and Costs with the LWDA via its website.

6 I declare under penalty of perjury under the laws of the State of California that the foregoing is
7 true and correct. Executed on January 28, 2025.

8
9 

10 _____
Mark Yablonovich

EXHIBIT A

Randy Gines, et al. v. Lucile Packard Children's Hospital at Stanford, Case No. 19CV357498

Aarika Davis

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Tuesday, July 16, 2024 11:48 AM
To: Aarika Davis
Subject: Thank you for your Proposed Settlement Submission

07/16/2024 11:47:54 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm