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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 PLAINTIFF KAREN
ROLDAN IN SUPPORT OF PLAINTIFFS' (1)
MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND (2) MOTION FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE AWARDS**

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

DECLARATION OF PLAINTIFF KAREN ROLDAN IN SUPPORT OF PLAINTIFFS' (1) MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND (2) MOTION FOR ATTORNEYS' FEES,
COSTS, AND CLASS REPRESENTATIVE AWARDS

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

Plaintiff,

vs.

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

Defendants.

Consolidated with

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

Plaintiff,

vs.

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

Defendants.

CASE NO. 22CV397838 (Lead)
22CV397839

1 LAW OFFICES OF MARK YABLONOVICH

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

I, Karen Roldan, declare as follows:

2. I am the named Plaintiff in *Roldan v. Lucile Salter Packard Children's Hospital at Santa Clara County Superior Court*, Case Nos. 22CV397838 and 22CV397839, filed on May 12, 2022, in this Court ("*Roldan*"). My case has been consolidated with the above-captioned action and *Gines v. Lucile Packard Children's Hospital at Stanford*, Santa Clara County Superior Court, Case No. 19CV357498 and *Rios v. Lucile Packard Children's Hospital at Stanford*, Santa Clara County Superior Court, Case No. 21CV386232 (the consolidated cases are the "Actions").

4. I make this declaration without waiving any confidential and privileged attorney-client communications between myself and my attorneys. Although the preservation of my attorney-client privilege requires that I not reveal the specifics of my confidential communications with my attorneys, I understand that the privilege is not waived by stating generally the information that I provided to my attorneys.

6. During my employment with Defendant, I frequently missed meal and rest periods, took late, and had them interrupted. Additionally, I often worked off-the-clock during some of my periods without compensation due to the high workload and lack of adequate coverage. It is my

1 belief that Defendant's understaffing led to frequent missed and late meal and rest periods, as I needed
2 coverage before taking a break, which was often unavailable. Furthermore, I did not receive
3 reimbursement for business expenses incurred using my personal cell phone for pre-shift COVID-19
4 screenings, on-call communications, or when called back to work from breaks. I also encountered issues
5 with not being paid the correct regular rate of pay for sick leave or overtime worked. Additionally, I did
6 not receive accurate wage statements, as they failed to list the correct total hours and hourly rates.

7 7. I spoke with my attorneys at the Law Offices of Mark Yablonovich about the prospect
8 of making these claims against Defendant. I decided to seek redress for those employment related
9 grievances I had against Defendant as described above.

10 8. My attorneys at the Law Offices of Mark Yablonovich explained to me the legal bases
11 for the lawsuit against Defendant and advised me of the risks and benefits of litigation and the
12 expectations for me as a Plaintiff in a representative action. Before I filed the lawsuit, my attorneys and I
13 had multiple conferences about the factual bases for the claims that I wanted to pursue against
14 Defendant. During those conferences, my attorneys provided me with an overview of how those claims
15 would be litigated and educated me about the nature of representative lawsuits and my role as the
16 representative Plaintiff. After providing me with information regarding representative lawsuits, including
17 how they work, what to expect, and what my duties would be as a representative, I agreed to serve as a
18 representative in this case. I understood that my name would appear in the public record and that I would
19 therefore be publicly known as someone who filed a lawsuit against her employer. It is likely that any
20 future employer could locate the public records of the litigation between Defendant and myself. Though
21 I understood the potential consequences of bringing this lawsuit and believe it was the right thing to do, I
22 also believe that it has created a stigma against me and could negatively impact my prospects of finding
23 future employment.

24 9. I reviewed a draft of the letter to the California Labor and Workforce Development
25 Agency from my attorneys at the Law Offices of Mark Yablonovich to ensure its accuracy. I also
26 reviewed the complaints in the lawsuits to ensure their accuracy.

27 10. Following the filing of the complaints, I worked with my attorneys at the Law Offices of
28 Mark Yablonovich on the prosecution of my claims, and I regularly contacted my attorneys to stay

1 current on the status of the litigation. I spoke with my attorneys on many occasions to give them further
2 information about my job responsibilities and those of others who worked at the hospital based on my
3 observations. I provided extensive and detailed information about the duties and expectations placed on
4 us by Defendant and the more complicated ways we were paid such as on-call pay and shift differentials.
5 I understand that the information I provided was essential to fill in the gaps with respect to the policy
6 documents produced by Defendant.

7 11. In preparation for mediation, I provided additional information to my attorneys for the
8 mediation brief and mediation. I reviewed the terms of the mediator's proposal and the subsequent
9 memorandum of agreement. In the following months, I also conferred with my attorneys at the Law
10 Offices of Mark Yablonovich regarding the negotiations that took place after the mediation. I further
11 reviewed the "long form" Settlement Agreement. My attorneys explained the specifics of how the
12 settlement would work, and I accepted the settlement after I evaluated the proposed outcome to assure
13 that it was fair. Based on my attorneys' evaluation and recommendation, and my own review, I believe
14 the settlement is fair and reasonable and adequately compensates the Class Members.

15 12. Since becoming involved in this case, I have spent a substantial number of hours
16 meeting with my attorneys concerning the case and fulfilling my responsibilities as a representative,
17 which included gathering documents concerning my employment with Defendant, reviewing documents
18 with my attorneys, answering questions, providing information regarding the duties of other employees,
19 and reviewing the PAGA notices, complaints, and settlement agreement and related documents. I was
20 also on call all day on the day of the mediation. I have been in communication with a few of my fellow
21 class members (who contacted me after receiving notice of the settlement) by apprising them of the
22 status of the case. I estimate that thus far I have worked on the case approximately 42 hours. Throughout
23 the case, I was available to speak and meet with my attorneys whenever they needed me. I responded to
24 them as quickly as I could and gave them as much information as I could.

25 13. I believe my negotiated enhancement award payment is reasonable compensation not
26 only for my services on behalf of the Settlement Class but also for the general release that I am required
27 to provide to Defendant as a condition of settlement. For example, in waiting time penalties alone, I
28 believe I am entitled to at least \$18,000. At the end of my employment with Defendant, my hourly rate

1 was \$75.81 per hour. I worked an average of at least 8-hour days and multiplied by 30 days for waiting
2 time penalties equals \$18,194.40 (calculated as $\$75.81 \times 8 \text{ hours per day} \times 30 \text{ days}$). Furthermore, in
3 executing a general release, I am relinquishing claims, including what I believe would be a strong and
4 meritorious wrongful termination claim (though I recognize Defendant disagrees with the merits of any
5 wrongful termination claim). The enhancement award payment is thus fair and reasonable compensation
6 for my effort in bringing the action, serving as a representative plaintiff, assisting my attorneys with the
7 litigation, regularly conferring with my attorneys on the status of the case and the strategies for
8 prosecuting the claims, reviewing the proposed settlement, and providing Defendant with a general
9 release of claims.

10 14. The proposed cy pres recipients for any uncashed checks would be Legal Aid at Work,
11 WorkSafe, Inc., and California Rural Legal Assistance. I do not have any personal or financial
12 relationship with Legal Aid at Work, WorkSafe, Inc., and California Rural Legal Assistance.

13 15. I have not executed any individual settlement agreements with Defendant.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing is
15 true and correct. Executed on January 11, 2025, at Hayward, California.

DocuSigned by:

Karen Roldan

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Karen Roldan