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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

LORENA RAMIREZ, on behalf of herself
and all similarly aggrieved employees,

Plaintiff,

v.

COVENANT SURGICAL PARTNERS,
INC.; SALINAS ENDOSCOPY CENTER,
LLC; AND DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV000081

(Assigned to the Honorable Thomas W. Wills,
Dept. 15)

**DECLARATION OF ALISON L. BAKER IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: July 14, 2023

Time: 8:30 a.m.

Dept.: 15

Complaint Filed: January 10, 2022

Trial Date: None

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I, Alison L. Baker, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Fitzpatrick & Swanston, counsel of record for Plaintiffs Lorena Ramirez and Teresa Martinez (“Plaintiffs”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I am one of the primary attorneys on this matter. My co-counsel and I will adequately represent the Class Members in this action. Class Counsel has and will zealously represent Plaintiffs and the Class and pursue this lawsuit to its conclusion. I have no conflicts with the Class and will adequately represent the Class.

3. Based on my own independent investigation and evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in the Joint Stipulation of Class Action Settlement (“Settlement Agreement” or “Agreement”) is fair, reasonable, and adequate and is in the best interests of the Class, in light of all known facts and circumstances and the expenses and risks inherent in litigation.

4. Any remaining monies from uncashed settlement checks will be distributed to Legal Aid at Work and California Rural Legal Assistance, Inc. I do not have an interest, financial or otherwise, in either organization.

5. Class Counsel are experienced and well-qualified class action litigators who have litigated many wage and hour class actions and have each been certified as class counsel in numerous other class actions, particularly wage and hour class actions.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and if called as a witness I could and would competently testify to each of the matters stated herein, and I state that these matters are based upon my own personal knowledge acquired through first-hand observation, except where stated otherwise. This declaration was executed by me on June 21, 2023, in Salinas, California


Alison L. Baker