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11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF MONTEREY**
14

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

17 Plaintiff,

18 v.

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

22 Defendants.
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Case No.: 22CV000081

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

**DECLARATION OF LORENA RAMIREZ
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

DECLARATION OF LORENA RAMIREZ

I, Lorena Ramirez, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. During the approximate period of November 1, 2018, through approximately April 30, 2021, I worked as a Registered Nurse for Covenant Surgical Partners, Inc. and Salinas Endoscopy Center, LLC ("Defendants" or the "Company"). For the duration of my employment, I was an hourly, non-exempt employee.

3. I filed this class and representative lawsuit because I was concerned that I was not paid properly for all the hours that I worked, and I was not provided all of my meal and rest breaks. By originating this lawsuit as a Class Representative, I hoped that I might be able to change the Company's policies to better protect the working conditions of my former co-workers.

4. I routinely was unable to take a meal period within the first five hours of my shift. I also did not consistently receive rest periods. On the occasions where I was able to break for my meal and rest periods, I was required to respond to work-related calls and complete other work.

5. I used my personal cell phone to communicate with management and co-workers. I was not reimbursed for the costs associated with using my personal cell phone for business purposes.

6. Beginning in March 2020, the Company required that employees comply with health certification protocols prior to entering the workplace, including temperature screening and a self-certification process. This occurred at the building entrance, prior to employees clocking-in. I did not receive the payment of wages for the time spent completing the health certification.

7. During my employment with the Company, I earned non-discretionary incentive pay, including bonus payments. The non-discretionary incentives were not included in the hourly

1 rate I received for overtime, meal period premiums and sick pay. As a result of this practice, I
2 was underpaid overtime wages, meal period premiums and sick pay wages.

3 8. I understand that the claims alleged in this action were brought on behalf of other
4 similarly situated employees, and that I am acting as a representative for the Class. As the Class
5 Representative, I understand that it is my responsibility to act in the Class's best interest and not
6 my own. I am not aware of any conflicts that exist between my interest and the interests of the
7 Class that would impair or affect my ability to serve as representative for the Class.

8 9. I have invested a lot of personal time and energy into representing the interests of
9 the Class. Throughout the case, I spent time looking for documents relevant to the case,
10 including wage statements, employee handbooks and emails. Additionally, I met with my
11 attorneys on multiple occasions to provide documents and information regarding the Company's
12 personnel and payroll practices and discuss the status of the case. I also met with my attorneys to
13 review and provide input on case documents, such as the PAGA Notice, Complaint and First
14 Amended Complaint.

15 10. Before signing the Joint Stipulation of Class Action Settlement ("Settlement
16 Agreement" or "Agreement"), I discussed in detail the terms of the Agreement with my
17 attorneys. I believe that the terms of the Settlement are fair, adequate and reasonable.

18 11. I did not make the decision to file a class action lightly. I was concerned by the
19 attention a publicly filed lawsuit, and especially a class action, would attract. My name would be
20 associated with a lawsuit that I filed against my former employer. Additionally, because the
21 claims alleged by me involved the payment of costs to the prevailing party, I could have possibly
22 faced paying the fees and costs of Defendants, had I not prevailed in this action. I also
23 understood that an individual case would have resolved much faster than a class action and
24 involved much less financial risk than a class action.

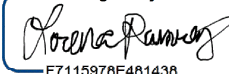
25 12. I respectfully request that the Court award a \$5,000 service payment to me. I
26 believe this amount is fair compensation for my time and effort on this case, for helping to
27 prosecute this case, and the risks with respect to my future employment. In addition, the
28 Settlement requires that I enter into a general release, which I understand is broader than the

1 release that will bind other Class Members.

2 13. I do not have an interest, financial or otherwise, in Legal Aid at Work or
3 California Rural Legal Assistance, Inc.

4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed on this 8th day of June 2023, at Salinas, California.

7 DocuSigned by:
8 
9 E7115978E481438
10 Lorena Ramirez