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

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

21 Plaintiff,

22 v.

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

26 Defendants.

Case No.: 22CV000081

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

**DECLARATION OF B. JAMES
FITZPATRICK 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, B. James Fitzpatrick, 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. 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.

3. My office was retained based upon a contingency fee arrangement wherein Class Counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had Plaintiffs failed to prevail in the matter, Class Counsel would have spent a significant amount of time, money and other resources without any benefit or return. For instance, my office has expended costs to file the instant action, effect service of process, pay mediation fees and other litigation related costs. In addition, had Plaintiffs also failed to prevail in the present cases, Defendants would have been able to seek costs in connection with their defense of the case.

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.

6. Class Counsel has diligently litigated this case and has adequately and zealously represented the Class Members in this action. I have been practicing in Monterey, San Benito, Santa Clara, and Santa Cruz counties for over 30 years. The primary emphasis of my practice is

1 employment litigation. I have represented both employers and employees. Approximately 15
2 years ago my office commenced handling plaintiff class action wage and hour cases. Since then,
3 my office has handled hundreds of wage and hour cases to conclusion and has been class counsel
4 and/or co-counsel in over 100 class actions. Currently, we have multiple ongoing wage and hour
5 class actions in Monterey County Superior Court, Santa Clara Superior Court, San Benito
6 Superior Court, Santa Cruz Superior Court and the United States District Court, Northern
7 District of California, where we will seek class certification by way of a settlement or a class
8 certification motion.

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

14 
15 _____
16 B. James Fitzpatrick