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Attorneys for Plaintiff,
Rochell Minor

SUPERIOR COURT OF CALIFORNIA
COUNTY OF BUTTE

ROCHELL MINOR, for himself and all others
similarly situated,

Plaintiff,

v.

NPH MEDICAL SERVICE, INC.; VENSURE
HR, INC., and DOES 1 to 100,

Defendants.

) CASE NO. 22CV00643
)
) CLASS ACTION
)
) **DECLARATION OF ROCHELL MINOR**
) **IN SUPPORT OF PLAINTIFF'S**
) **MOTION FOR PRELIMINARY**
) **APPROVAL OF CLASS ACTION AND**
) **PAGA SETTLEMENT**
)
) Date: June 19, 2024
) Time: 9:00 a.m.
) Dept.:
)
) Action filed: March 30, 2022
)
)
)

**DECLARATION OF ROCHELL MINOR IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

1 I, Rochell Minor, declare:

2 1. I am an individual currently residing in California. I am over the age of 18, and the
3 following is based upon my own personal knowledge. If called to testify, I could and would testify
4 thereto.

5 2. I was employed in California by NPH Medical Services, Inc. (hereinafter referred to
6 as "NPH") from approximately September 18, 2018, to June 28, 2021, as a CNA. I understand that
7 during that time, Vensure HR, Inc (hereinafter referred to as "VHI" or collectively with NPH as
8 "Defendants"), acted as a Professional Employer Organization for NPH, and through that
9 relationship was my co-employer.

10 3. I initiated my first contact with Frontier Law Center on approximately June 29,
11 2021. Thereafter, I retained Frontier Law Center to represent me in the class action and Private
12 Attorney General Act ("PAGA") lawsuit. I spoke to the lawyers at Frontier Law Center and their
13 staff regularly through the past thirty-four months since retaining them as Counsel.

14 4. I understand that the lawsuit alleges Defendants failed to provide fully compliant
15 meal and rest breaks in which employees were relieved of all duty, and failed to pay all earned
16 wages to hourly employees for all the time that they worked each day due to failure to pay for time
17 spent in non-compliant meal breaks where employees were not relieved of all duty. I also
18 understood that the lawsuit alleged that the paystubs provided by Defendants were not compliant
19 with the labor code, as they did not correctly state the hours worked or wages earned. In addition, I
20 understand that the lawsuit alleges that Defendants failed to pay wages on a weekly basis, despite
21 employing myself and the other employees as Temporary Services Employees. Finally, I
22 understand that the lawsuit sought penalties for failing to pay all wages due timely after
23 termination, as well as penalties under the Private Attorney General's Act ("PAGA").

24 5. While I was employed by Defendants, I was not able to take legally compliant off-
25 premises meal or rest breaks. Furthermore, Defendants did not pay for my time on on-duty meal
26 breaks as time worked.

1 6. I believed that the policies of which I complained were the same for all Defendants'
2 hourly employees. I was able to provide documents and to review documents that were produced
3 in this action including paystubs, handbooks, and policy documents. I believe that the documents
4 that I provided to my counsel as well as documents produced by Defendants verify that Defendants
5 was not properly paying me or other hourly employees. I assisted in all aspects of this litigation,
6 helping to draft discovery which my attorneys sent on behalf of myself and the putative class
7 members, and attending multiple telephonic conferences in preparation for mediation. I reviewed
8 documents provided to me by my attorneys and spent numerous hours in discussions about this
9 matter with my attorneys at the Frontier Law Center.

10 8. Despite numerous family obligations and work matters, I have spent 20 hours on
11 this case since my initial contact with the lawyers on this matter, over two (2) years ago, and
12 anticipate more time as the class settlement notice will be mailed shortly. I asked for and was
13 provided with all relevant documents and pleadings in this case including the defense position in
14 preparation for mediation. I have reviewed the settlement papers and the payroll, time records, and
15 policy documents that were produced in the litigation and for the mediation session. I was also
16 involved in discussing evidence and the expert exposure provided in advance of mediation. I
17 participated in all calls as requested by counsel.

18 9. I made myself available on the Zoom call during the mediation on March 2, 2023. I
19 was involved in the settlement negotiations and discussions with Frontier Law Center. I gave my
20 authorization to negotiate and the parties settled at mediation under the guidance of mediator
21 Tripper Ortman.

22 10. I am an adequate representative of the hourly employees. I also believe that I am
23 adequate to represent all class members in the claims that are being certified on a conditional basis
24 as a result of the settlement. My interests are the same as the other hourly employees, as all
25 employees in the class were subject to the same policies and procedures at issue in the suit. I also
26 believe my attorneys are adequate to represent the class. I have always been prepared and willing to
27 remain a class representative through trial in this matter, if necessary.
28

11. Prior to agreeing to be a class representative, I agreed that I was informed and gladly agreed to accept the following in regard to my role as a class representative:

a. A class representative represents the interests of all members of the class in the litigation to recover money damages or obtain injunctive relief for the class;

b. I would and did represent all persons who are similarly situated with respect to a common course of conduct or practice. In other words, all those persons who are affected by the challenged behavior;

c. A class representative has claims that are typical of those of the class, and thus involve common issues of law or fact;

d. A class representative always considers the interests of the class just as he would consider his own interests and must put the interests of the class before his own interests. This means that I am a champion of the class or a fiduciary litigant;

e. A class representative always actively participates in the lawsuit, as necessary, by, among other things, answering interrogatories, producing documents to the defendants and giving deposition and trial testimony if required. I understood that I may be required to travel to give such testimony;

f. A class representative recognizes and accepts that any resolution of the lawsuit, by dismissal or settlement, is subject to Court approval, and must be designed in the best interest of the class as a whole;

g. A class representative is not required to be particularly sophisticated or knowledgeable about the subject of the lawsuit. However, a class representative should follow the progress of the lawsuit and should provide all relevant facts to the lawyers for the class. I did follow the progress of the case from the day it was filed until the present;

h. A class representative volunteers to represent or champion many other people with similar claims and injuries because of the importance of the case and that necessity that all class members benefit from the lawsuit equally; the savings of time, money and effort should benefit all parties and the Court. Class actions are an

1 important tool to assure compliance with the law even where an individual' losses
2 may be relatively small.

3 12. I also understood that I was acting as a Private Attorney General on behalf of the
4 aggrieved employees and the State of California.

5 13. I believe that the Class Action Settlement in the gross amount of \$1,000,000 obtained
6 on behalf of the class of approximately 950 class members is excellent in view of the complex and
7 varied issues involved with the case. I took into consideration the strength and weakness of the
8 various claims for all employees and along with my attorneys agreed to the settlement. I was prepared
9 to sit for class trial, PAGA trial, and individual trial if necessary. I strongly support the settlement
10 in this matter. When I was contemplating settlement, I always kept the best interests of the class in
11 mind over my own and I was not willing to settle the matter until I felt it was in the best interest of
12 all class members. I understand that the settlement value is approximately 7% of the maximum
13 theoretical value of the case, or **26.7%** of what I could reasonably expect to receive at trial, based on
14 the evidence provided in preparation for mediation. I believe that this is an excellent result because
15 the net settlement amount provides \$591.23 per class member (on average, although the actual
16 distribution will be by number of workweeks). As set forth above, I have been involved with the
17 pleadings, discovery, and the settlement negotiations prior to, during, and after the mediation session.
18 I understand many risk factors that were considered and financial issues that were considered when
19 agreeing to the settlement being presented to the Court. I have every reason to believe that the class
20 members will be excited about the settlement amount and their respective settlement share. Despite
21 the financial hardship that it would have caused me, I was prepared to sit in trial for up to 2-4 weeks,
22 if necessary.

23 14. I have no claim that was antagonistic to the class. I accepted the potential risk of
24 being liable for the opposing parties' costs if we were unsuccessful in this lawsuit. I have accepted
25 the stigma of being a class representative in a class action labor dispute which has affected my future
26 employability with Defendants and in the same industry.

27 15. Furthermore, it is my opinion that my request for a class representative enhancement
28 in the amount of \$7,500.00 is fair, reasonable and adequate. I had legitimate fear that my

1 participation as the lead and sole Plaintiff in this class action and PAGA representative action would
2 result in future issues should I try to work in the same industry. I accepted the potential risk of being
3 liable for the opposing parties' costs if we were unsuccessful in this lawsuit, I will provide the Court
4 with another declaration at the time of Final Approval justifying the request after the Notice period
5 has expired. I do understand that the enhancement amount is not guaranteed and that the requested
6 amount is fair and reasonable in light of my work experience and the fact that I gave up my right to
7 sue Defendants by signing a general release.

8 16. As part of this class settlement and in exchange for the \$7,500.00 class representative
9 enhancement, I am signing a general release (which only excludes my pending union grievance for
10 termination). I also understand that there is not one other employee, current or former, that agreed
11 to be a named Plaintiff in this matter. I am aware that many of my former co-workers were afraid to
12 be added to the complaint for fear of retaliation and the inconvenience of being a named plaintiff. In
13 addition, I have accepted the risk that further employers may be reluctant to hire me due to being a
14 litigation risk. This is not simply a theoretical risk either, as I believe I have missed out on at least
15 one employment opportunity due to my involvement with this lawsuit. Specifically, after an
16 interview for a job I was not offered, an employee of that company told me that they knew that I had
17 sued NPH for Labor Code violations. Since I have not discussed the case with anyone other than my
18 attorneys, I can conclude that this person was aware of the lawsuit because by researching my name
19 during the hiring process. Accordingly, I do believe that a \$7,500.00 enhancement is reasonable and
20 fair.

21 17. I support my attorneys' request for fees as I believe the fee request of 33.333% of the
22 gross settlement amount of \$1,000,000 or \$333,333.33.

23 18. I also believe that the attorneys' cost request of not to exceed \$40,000.00, exclusive
24 of Settlement Administration Costs, is reasonable in light of the excellent work and favorable result
25 my attorneys achieved for the members of the class. I believe that the attorneys' costs incurred to
26 date from the lawyers retained to represent me and the class are reasonable and have been necessarily
27 incurred and paid to prosecute this action and achieve this excellent result, including the costs of the
28

1 mediator and the expert who was able to analyze time and pay records for the class to come up with
2 the estimated damages figures. I believe that my attorneys have worked hard and achieved an
3 excellent result on behalf of the class.

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 this 13 day of May, 2024 at Alturas, California
(day) (month) (city)

DocuSigned by:

Rochell Minor

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Rochell Minor