

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
ANITA RAMIREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ANITA RAMIREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

CALIFORNIA MENTOR FAMILY HOME
AGENCY, LLC, a Delaware limited liability
company; and DOES 1-100, inclusive,

Defendants.

Case No. CIVSB2203812

*[Assigned for all purposes to Hon. Joseph T. Ortiz,
Department S-17]*

**DECLARATION OF PLAINTIFF ANITA
RAMIREZ IN SUPPORT OF MOTION
FOR APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 13, 2024
Time: 1:30 p.m.
Dept.: S-17

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I, ANITA RAMIREZ, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendant California Mentor Family Home Agency, LLC (hereinafter referred to as “CMFHA” or “Defendant”) as an exempt employee from approximately September 2014 through approximately February 2022. I worked as a Mentor Recruiter. Also, during my employment with CMFHA, I, along with the other exempt employees, were required to follow CMFHA’s wage and hour policies and practices.

3. On or around April 22, 2021, CMFHA informed me that effective April 25, 2021 I would be converted to a non-exempt hourly employee but would continue to perform the same duties I performed when classified as a salaried, exempt employee.

4. From the start of her employment through approximately April 25, 2021, I was improperly classified by CMFHA as an exempt employee and was paid solely by way of an annual salary. I am informed that I did not qualify for the “executive” exemption as I spent none of my time directing the work of other employees; I retained no authority to hire, fire, or discipline employees; and I did not exercise any independent judgment or discretion with respect to matters of consequence while carrying out my job duties. Further, I did not make any suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees nor would any of my suggestions, if made, were given any particular weight.

5. Specifically, up until April 25, 2021, when CMFHA reclassified me from exempt to non-exempt without any change in my job duties, I routinely worked in excess of 8.0 hours per workday and/or more than 40.0 hours per workweek, but due to Defendant's intentional and improper misclassification of me as exempt, I did not receive any overtime compensation for these hours. Upon information and belief, CMFHA did not track the actual hours that I worked when I was classified as a salaried, exempt employee. I regularly worked more hours than scheduled and on average worked in

1 excess of 10.0 to 12.0 hours per day. This was because in addition to her 8 hours, Defendant often
2 required me to work weekends, nightly recruiting events, and make home visits.

3 6. During my employment with CMFHA when I was classified as salaried, exempt,
4 Defendant failed to provide me with all required meal periods. Specifically, due to the work demands
5 imposed by CMFHA, including without limitation, traveling to clients' residences, I was often unable
6 to take a duty-free 30-minute meal period before the end of the fifth hour of work as I was often
7 travelling between the office and home visits. As a result, my meal periods were often late, short, missed,
8 or otherwise unlawful.

9 7. In addition, throughout my employment with CMFHA when I was classified as salaried,
10 exempt, I was not authorized and permitted to take legally required rest periods due to Defendant's
11 unlawful rest period policies and practices. Specifically, as a result of the work demands imposed by
12 CMFHA, CMFHA did not authorize and permit one rest period for every four hours worked, or *major*
13 *fraction thereof*.

14 8. Because of all of the above issues at work, I do not believe I received accurate, itemized
15 wage statements nor was I paid all of my wages owed at the time of my separation of employment with
16 CMFHA.

17 9. I have worked closely with my lawyers on this case. I answered all of their questions
18 about my employment and made myself available to speak and meet with my lawyers whenever I was
19 needed, including the entire day of the mediation on November 9, 2023 and throughout the settlement
20 process.

21 10. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
22 my former co-workers and current employees of CMFHA by helping them recover money owed to
23 them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees
24 would not have to take on. For example, I knew that there was a risk that I could be liable for CMFHA's
25 costs if we lost the case. Even though I understood that joining a lawsuit is a public record and could
26 stigmatize me and may affect my future employability, I accepted that burden for the benefit of other
27 employees of CMFHA because I wanted it to pay its current and former employees for all unpaid wages
28 according to the law and face consequences for not doing so.

1 11. I have been actively involved in this case since joining this lawsuit. Without revealing
2 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
3 numerous occasions. I estimate that I have spent approximately 15-20 hours meeting with my lawyers
4 concerning the case and my responsibilities as a class representative, which included, among other
5 things, gathering various employment and non-employment related documents for use in the lawsuit,
6 reviewing documents with my lawyers and answering their questions, answering follow up questions
7 and providing guidance regarding CMFHA's timekeeping, break schedules, and other policies and
8 procedures that CMFHA required me and the hourly employees to follow, and helping develop a
9 strategy as to what documents/information to obtain from CMFHA. Further, I spent time reviewing,
10 preparing and being deposed.

11 12. In connection with the settlement in this case, I spent over 1 hour reviewing the
12 settlement agreement and discussing the agreement and approval process with my attorneys. I made
13 sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted
14 to understand everything before I signed it.

15 13. As part of the proposed Settlement, I have also agreed to a full general release of claims
16 related to my employment with CMFHA that extends beyond the release of claims applicable to
17 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
18 known or unknown, under federal, state, or local law against CMFHA.

19 14. I believe my claims are typical of the members of the Class because they were required
20 to follow the same policies and procedures I was required to follow when I worked for Schlage Lock.
21 I believe 's policies and procedures were the same for all hourly employees in California. Since the
22 same policies and procedures applies to myself and the other misclassified employees, I believe they
23 were not paid for all wages earned, did not receive all meal and rest periods, did not receive accurate
24 wage statements, and were not paid all wages owed upon separation of employment.

25 15. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt
26 employees. I understand that as the proposed class representative, I am responsible for representing
27 the interests of all members of the class in litigation to recover money damages for the Class and I
28 consider the interests of the Class and put the interests of the Class before my own interests.

1 16. I understand that my attorneys will request that the Court award me Service Award of
2 \$10,000.00 for my service and efforts on the case. This proposed \$10,000.00 Service Award is not
3 contingent upon me supporting the proposed Settlement.

4 I have reviewed this written statement and fully understand all of its contents. I declare under
5 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

6 Executed on 01/17/2024, 2024 at _____, California.

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Anita Ramirez (Jan 17, 2024 07:52 PST)

9 ANITA RAMIREZ
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