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Attorneys for Plaintiff TAHYRA A. CALDWELL,
individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

TAHYRA A. CALDWELL individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

PRIME HEALTHCARE SERVICES –
ALVARADO HOSPITAL, LLC dba as
ALVARADO HOSPITAL MEDICAL
CENTER; and DOES 1-50, inclusive,

Defendants.

Case No.: 37-2022-00015995-CU-OE-CTL
Assigned for all Purposes to:
The Hon. Michael T. Smyth
Dept.: C-67

**DECLARATION OF TAHYRA A.
CALDWELL IN SUPPORT OF MOTION
TO APPROVE PAGA SETTLEMENT**

DECLARATION OF TAHYRA A. CALDWELL

I, TAHYRA A. CALDWELL hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the Plaintiff's Motion to Approve PAGA Settlement. The following is based upon my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendant PRIME HEALTHCARE SERVICES – ALVARADO HOSPITAL, LLC dba as ALVARADO HOSPITAL MEDICAL CENTER ("Defendant") in January 2021 as a Non-Exempt Employee with the title of EVS Tech (Housekeeping) and then Front Desk Receptionist and worked during the liability period for Defendant until my separation from Defendant's employ in approximately June 2021. My duties included but were not limited to housekeeping responsibilities and administrative duties at the front desk.

3. As a non-exempt employee, I suffered the same damages as other employees. These included not being paid all my wages, not provided accurate wage statements, not paid standby time, wages unlawfully deducted, not reimbursed necessary business expenses, and not timely paid wages upon my separation from Defendant's employ all in accordance with California law. As a result of these alleged violations, I sought consultation with my attorneys at James Hawkins, APLC.

4. Based upon my allegations, and after consultation and full disclosure from my attorneys about the potential risks I faced as a Plaintiff in a putative class action, I freely decided to pursue this lawsuit to try and vindicate my rights and the rights of others who also worked for Defendant and suffered similar harms due to Defendant's common practices and policies.

5. Prior to filing my action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendant. During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff.

6. My attorneys provided me with a draft of the complaint for my review and

1
2 approval. I closely reviewed the complaint to ensure accuracy and completeness. As a result, I
3 caused my attorneys to file the class action complaint alleging claims for the allegations alleged
4 therein. Thereafter, I have been fully involved in my case. Following the filing of the complaint,
5 I collaborated with my attorneys on the prosecution of my claims, and I regularly contacted my
6 attorneys to stay current on the status of the litigation, and to discuss my attorneys' progress in
7 prosecuting the claims.

8 7. Since I believe I was not accurately paid wages, not provided accurate wage
9 statements, not provided suitable seating, not reimbursed necessary business expenses, and not
10 timely paid wages upon my separation from Defendant's employ, I believe that I have been
11 similarly injured as to all other class members in the settlement who worked for Defendant during
12 the class period. I believe the claims asserted in the Complaint are also shared by the other Class
13 Members. I worked with various other non-exempt employees, and I believe we were all treated
14 the same and subject to the same unlawful policies.

15 8. On April 28, 2022, I, through my attorneys, filed this action against Defendant for
16 Defendant's alleged failure to (1) failure to pay wages including overtime; (2) failure to provide
17 meal periods for every work period exceeding more than ten (10) hours per day and failure to pay
18 an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a
19 meal period; (3) failure to authorize and permit rest breaks for every four hours or major fraction
20 thereof worked and failure to pay an additional hour's of pay or accurately pay an additional
21 hour's of pay in lieu of providing a rest period; (4) failure to timely pay final wages at separation;
22 (5) failure to provide accurate wage statements; (6) failure to provide suitable seating; and (7)
23 failure to indemnify necessary business expenses.

24 9. On November 12, 2024, I, through my attorneys, submitted a notice with the Labor
25 & Workforce Development Agency ("LWDA") alleging that Defendant violated Labor Code
26 sections 201-203, 226, 510, 512, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802,
27 pursuant to Labor Code section 2699.

28 10. Since I agreed to become a PAGA Representative, I have worked every step of the
way with my attorneys. During the course of the litigation, I have always kept the best interest of

1 the PAGA Claim Employees on equal footing as mine. I have been, and I am willing to continue
2 to pursue the PAGA Claim Employees' claims vigorously on our collective behalf if the
3 Settlement is not finally approved. As a result, I firmly believe that I do not have any interests
4 adverse to the interests of the PAGA Claim Employees. I have maintained the PAGA Claim
5 Employees' best interest from the inception of the case.
6

7 11. As the PAGA Representative, I have spent numerous hours consulting with my
8 attorneys, providing documentation, consulting with other PAGA Claim Employees, responding
9 to questions by my attorneys, providing documents to my attorneys, working with my attorneys
10 to review documents received, prepared for and participated in my deposition being taken, helping
11 my attorneys in preparing for the mediation and participating in the mediation via telephone. I
12 was consulted about the status of the case and provided constant feedback about the case from my
13 attorneys including the mediation, settlement negotiations and eventual settlement. I estimate I
14 have spent approximately 45 hours working on this case.

15 12. From the beginning of this case, I have freely chosen to accept the risks of
16 being the PAGA Representative in this PAGA action lawsuit. I chose to assume these risks and
17 pursue the claims on behalf of the PAGA Claim Employees as I wanted to vindicate their rights.
18 I believe we have achieved that result with the settlement and the individual payments to the
19 PAGA Claim Employees. I believe the settlement is fair reasonable and adequate based on the
20 numerous defenses asserted by Defendant. I believe the efforts and work I put forth helped to
21 achieve the fair settlement that will benefit the PAGA Claim Employees. As a result of my efforts,
22 I also believe the Enhancement Award is reasonable, and I respectfully request the Court approve
23 the amount of \$10,000.00 to each named Plaintiff as fair and reasonable.

24 I declare under penalty of perjury under the laws of the state of California that the
25 foregoing is true and correct. Executed on April 4, 2025, at San Diego, California.

26 DocuSigned by:
27 
28 74A8FE2D41E6402

TAHYRA A. CALDWELL