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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

THALIA MARAVILLA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

LCS COMMUNITY EMPLOYMENT LLC,
an Iowa limited liability LCS; and DOES 1
through 50, inclusive,

Defendants.

Case No.: SCV-270452

**DECLARATION OF PLAINTIFF
THALIA MARAVILLA IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: TBD
Time: 3:00 p.m.
Dept.: 17

Complaint Filed: March 23, 2022
Trial Date: None

1 I, Thalia Maravilla, declare as follows:

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

5 2. From approximately March 2021 to December 2021, I was employed by
6 Defendant LCS Community Employment LLC (“Defendant” or “LCS”) as a Certified Nursing
7 Assistant. For the duration of my employment with the LCS, I was an hourly-paid, non-
8 exempt employee.

9 3. During my employment LCS required that all employees (including myself)
10 submit to daily COVID-19 screening procedures, such as temperature checks and
11 questionnaires, prior to clocking in for work. Based on my experience and personal
12 observations, I estimate that on average, employees spent between two to three minutes
13 waiting in line and submitting to the screening. I was not paid any applicable minimum wages
14 and/or overtime for these check in procedures.

15 4. As a result of the unpaid minimum and overtime wages, I believe that the wage
16 statements provided to me displayed inaccurate wage rates, total hours worked, and net and
17 gross wages earned.

18 5. Before signing the Joint Stipulation of Class and Representative Action
19 Settlement (“Settlement Agreement” or “Agreement”), I read the Settlement Agreement, and I
20 discussed the terms with my attorneys. I believe that this settlement is fair, adequate, and
21 reasonable. I am glad that I had the opportunity to represent the class in this lawsuit and that I
22 was able to recover money through a settlement for the class.

23 6. I understand that the claims alleged in this action were brought on behalf of
24 other similarly situated employees. However, I did not make the decision to file a class action
25 lightly. I was concerned by the attention that a class action lawsuit would attract in the
26 workplace and the reputational harm that may result, including the perception that I am
27 difficult to work with. I was also mindful that filing a class action lawsuit could jeopardize my
28 employment status. Although the lawsuit is justified, my current or prospective employer

1 might find out that I sued the LCS, and there is a risk of facing retaliation and strained
2 relationships with colleagues and supervisors. Nevertheless, I felt that important rights were at
3 stake that hurt everyone, and something ought to be done about it.

4 7. Additionally, I am aware and have been aware from the inception of the case,
5 that there is the risk that if I do not win my case, then I could be liable for the LCS's litigation
6 costs. I accepted that risk in this case. I also understood that an individual case would have
7 resolved much faster than a class action and involved much less financial risk than a class
8 action.

9 8. As a class representative, I understand that it is my responsibility to act in the
10 class's best interest and not my own. I am not aware of any conflicts that exist between my
11 interest and the interests of the class that would impair or affect my ability to serve as
12 representative for the class.

13 9. I have and continue to be willing to assist in the investigation and prosecution of
14 this matter, including making myself available for trial or any further proceeding in this matter
15 as required to represent the interests of the class. Since the onset of this action, I made it a
16 priority to be actively involved because I wanted to do everything I could to represent the class
17 and assist my attorneys in prosecuting this case. I have invested a substantial amount of time
18 in this case, including time spent: (1) participating in numerous telephonic meetings with my
19 attorneys and their staff to discuss the case and review documents prepared on my behalf; (2)
20 providing my attorneys with information and documents relevant to the COVID-19 screening
21 procedures; (3) making myself available by telephone during the mediations; and (4) reviewing
22 and executing the Settlement Agreement.

23 10. I respectfully request that the Court preliminarily approve an Enhancement
24 Payment in the amount of \$10,000. I believe this amount is fair compensation for my time and
25 effort on this case, for helping to prosecute this case, and the risks with respect to my future
26 employment. In addition, the settlement requires that I enter into a general release, which I
27 understand is broader than the release that will bind other class members.

28 I declare under penalty of perjury under the laws of the State of California that the

foregoing is true and correct.

Executed on this 27 day of September 2024, at Santa Rosa, California.

Thalia Maravilla

ID UGQ4pjw2fABPdFAPMDD9UHQz

Thalia Maravilla