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9 [ADDITIONAL COUNSEL ON FOLLOWING PAGE]

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

12 JESSICA WILLIAMS, on behalf of herself and
all other similarly situated,

13 Plaintiff,

14 v.

15 TWOMAGNETS INC. d/b/a CLIPBOARD
16 HEALTH, a California corporation; and DOES
1 through 50, inclusive,

17 Defendant.

Case No.: 22STCV10645

*[Assigned for All Purposes to the Hon. Kenneth R.
Freeman, Dept. 14]*

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

Date: March 20, 2025
Time: 10:00 a.m.
Dept: 14
Judge: Hon. Kenneth R. Freeman

Complaint Filed: March 28, 2022
FAC Filed: June 2, 2022
Trial Date: None set

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I, Rochell Minor, declare as follows:

1. I am a named plaintiff in a class and PAGA action case against Defendant Twomagnets Inc. d/b/a Clipboard Health (“Defendant” or “Twomagnets”). The class action was filed on May 25, 2023, in Alameda County Superior Court, Case No. 23CV034399.

2. I know all of the facts stated in this declaration, and if called as a witness, I would testify truthfully as to these facts.

3. I worked as a Certified Nurse Assistant (“CNA”) from April 2, 2022, to November 12, 2022. In this position, I was responsible for tending to patients and ensuring their safety. I was paid on an hourly basis and typically worked 8-hour shifts and 16-hour shifts several days per week. During my employment, I believe I was misclassified as an independent contractor.

4. As a CNA, I was responsible for monitoring my patients at all times. Because the hospitals were understaffed, it was impossible for me and other employees to leave our positions to take meal or rest breaks. As a result, I rarely had an opportunity to take a meal or rest break. Despite rarely ever taking meal or rest breaks, Defendant has not paid me any meal or rest period premiums.

5. I frequently performed off-the-clock work for which Defendant did not compensate me. I was required to respond to messages on a pager that I had to wear at all times during my shifts. I also had to respond to patients who pressed the call buttons in their rooms. Nor was I paid for time spent: undergoing mandatory training to maintain licensures, undergoing mandatory health screenings before and after shifts, attending mandatory orientation when working at a new facility, or working past the end of my scheduled shift.

6. Because Defendant misclassified me as an independent contractor, Defendant did not pay overtime or double time wages at 1.5 or 2 times the regular rate of pay. Specifically, whenever I worked back-to-back shifts (e.g., two consecutive 7.5- or 8-hour shifts), I was required to clock out at the end of the first shift and immediately clock back in for the second, which avoided overtime pay.

7. Defendant also did not reimburse me for necessary expenses I incurred while performing my job. For instance, I was required to use my personal cell phone on a daily basis to schedule shifts, clock in and out, and report payment issues. Furthermore, I had to have my phone’s location services

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turned on throughout the entirety of my shifts so that Defendant could track my location and confirm I was at my assigned facility.

8. As a result of the foregoing, I believe Defendant failed to pay me all wages owed, did not provide legally required meal or rest periods, and did not properly reimburse me for necessary business expenses. I further believe that my wage statements did not accurately reflect my hours worked or the compensation I was owed.

9. I first met with my attorneys around March of 2023. I spoke with my attorneys and explained to them my experience working for Defendant. At the time I spoke with my attorneys, I believed other employees working as CNAs were also affected by the violations that I claimed against Defendant.

10. At that time, I agreed to represent all other similarly situated current and former employees who worked for Defendant in the State of California and to obtain relief for the entire class. I also agreed to consider the interests of the class just as I would consider my own interests.

11. When I agreed to represent other employees who worked for Defendant, I understood it was my duty to be readily available and to participate actively in this case. I knew that I might be required to review documents; search for documents and produce them to my attorneys; answer written interrogatories and questions; answer oral questions during a deposition, to testify truthfully under oath, and be available to appear in Court, if necessary.

12. I understood that I needed to keep aware of the status and progress of the lawsuit, and I have consistently done so since the start of this case.

13. I realized I was taking a significant amount of risk in filing class action claims against Defendant. I understood that as a named plaintiff in this class action lawsuit I was taking risks other workers were not. For example, I understood I might be responsible for the payment of Defendant's court-awarded litigation costs in the event I did not prevail in the litigation.

14. I also knew that when I decided to search for employment, my name could easily be located on the Internet or through other searches and that any prospective employer may find out that I had sued my former employer as a class representative.

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15. Even though I knew I was taking risks, I knew I had to do what I believed was right and pursue claims on behalf of myself and other workers and attempt to recover the wages and monies owed to us.

16. I am not aware of any personal claim I have against Defendant that would be inconsistent with the interests of the Class. I am not aware of the existence of any conflict of interest between myself and the Class.

17. Since I met with my attorneys in 2023 until now, I have kept aware of the status of the lawsuit and provided my attorneys with all the documents and information I had in my possession for them to use in the litigation. I have spent large amounts of time and effort pursuing my claims and the claims of the other similarly situated workers from the time I retained my attorneys to the present date.

18. After retaining my attorneys, I spent hours in meetings and on the phone discussing the facts of my case with my attorneys Hali M. Anderson and Samara A. Bahu. I spent several hours discussing the facts related to my work with Defendant, including discussing my job duties and responsibilities, my job position, and the hours and days I worked, and how I was compensated.

19. I also spent several hours looking for documents related to my claims against Defendant that I had kept, and I sent them to my attorneys. I further spent time on telephone calls with my attorneys reviewing and discussing the documents I provided.

20. After Defendant produced a copy of my employment file, I spoke with my attorneys to discuss the content of these documents and review them for accuracy. I also spent time reviewing all the documents I signed during my employment with Defendant.

21. My attorneys received documents from Defendant after the litigation was filed. My attorneys contacted me to go through the documents and information they had received from Defendant as part of the informal discovery in the case.

22. In December of 2023, my attorneys informed me that Defendant agreed to participate in a global mediation session with the parties in related case *Williams v. Twomagnets Inc. d/b/a Clipboard Health*, Case No. 22STCV10645 (the “*Williams Action*”). I believed it was in the best interest to attempt to resolve this case early instead of engaging in additional costly and time-consuming litigation in court.

23. I agreed to participate in the global mediation session and spent many hours discussing the

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1 details of the case with my attorneys in preparation for the mediation, which was scheduled for
2 March 1, 2024.

3 24. As part of the mediation preparation, I reviewed documents Defendant gave to my
4 attorneys, and I provided my attorneys with details of my personal experience working with Defendant.
5 Although I did not personally attend the March 1, 2024 mediation session, I made myself available for the
6 entire day in case my attorneys needed to speak to me; and my attorneys did reach out to me throughout
7 the day and following mediation while settlement negotiations continued.

8 25. On April 24, 2024, a second mediation session took place to continue settlement
9 discussions. I remained available to assist my attorneys throughout the process until a settlement was
10 reached.

11 26. In the months that followed, my attorneys, the attorneys representing Plaintiff in the
12 *Williams* Action, and Defendant's attorneys worked to prepare and finalize the Settlement Agreement.
13 Throughout this time, I continued to stay involved in every aspect of the case.

14 27. I spent significant time reviewing the Settlement Agreement before signing it.

15 28. It is my opinion that the proposed class action settlement achieved is fair, adequate and
16 reasonable.

17 29. I believe I have put myself at significant risk by pursuing this lawsuit and I feel my
18 participation as the Class Representative in this class action lawsuit could inhibit my ability to seek gainful
19 employment in the future.

20 30. I have always considered the interests of the class just as I would consider my interests and
21 placed the interests of the class above my own since I started this class action case.

22 31. Over the past two years, I estimate I have spent approximately 35 to 40 hours working with
23 my lawyers, performing the various tasks described in this declaration, including actively participating in
24 the preparation for mediation, and reviewing the class action settlement agreement, not only for my own
25 benefit but for the benefit of all other class members. To this date, I continue to regularly communicate
26 with my attorneys about the progress of the case.

27 32. I am requesting the Court approve a \$10,000 service payment. I believe this amount is very
28 reasonable considering the significant amount of work, time, and effort I have spent with my attorneys to

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1 achieve this settlement. The time and service I provided to the class resulted in the parties agreeing to
2 settle the case and in a positive outcome to the entire class, who will receive a share of the settlement
3 funds in this case. I firmly believe that without me standing up for myself and the Class, many of these
4 employees' rights would go unvindicated. The fact I was able to obtain a result that affects over 17,000
5 people is significant.

6 33. I also believe the amount of the class representative service payment is very reasonable
7 considering the financial and professional risks I took by bringing a class action lawsuit against my former
8 employer, and the risk of not prevailing in the lawsuit and being responsible for the payment of costs.

9 34. I also believe it is very reasonable because I have agreed to release Defendant of all known
10 and unknown claims that I have or may have against them. The release that I have agreed to enter into is
11 significantly broader than the release applicable to the other Class Members in this case.

12 35. I have been extremely pleased with my attorneys' work on this case. I found that they
13 worked effectively to attain the excellent results achieved for the benefit of all class members.

14 36. I am committed to this case and will continue to make myself available as needed in the
15 settlement process.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing is
17 true and correct. Executed on 2/17/2025, in Alturas, California.

18
19 DocuSigned by:
Rochell Minor
20 _____
ROCHELL MINOR 2BB7D7F3C9D4491...