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on behalf of herself and all others similarly situated
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

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

13 Plaintiff,

14 vs.

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

18 Defendants.
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Case No. 22STCV10645

ASSIGNED FOR ALL PURPOSES TO:

Judge: Kenneth R. Freeman

Dept.: 14

Class Action

**DECLARATION OF JESSICA WILLIAMS IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

DECLARATION OF JESSICA WILLIAMS

I, Jessica Williams, declare as follows:

1. I am a Named Plaintiff and Class Representative in the case of *Jessica Williams v. Twomagnets, Inc. d/b/a Clipboard Health* (Los Angeles County Case No. 22STCV10645). I make this declaration on the basis of my personal knowledge and if asked to testify thereto I could and would do so.

2. I was employed by Twomagnets, Inc. (“Twomagnets” or “Defendant”) from on or about May 2020 to April 8, 2021. During my employment with Twomagnets, I occupied the position of Certified Nursing Assistant and worked at various locations throughout California

3. Prior to retaining the law firm of James Hawkins APLC to redress the grievances that I had against Twomagnets, I was made aware of the advantages and disadvantages of litigation. I was also made aware of my responsibilities as both a Plaintiff and a class and PAGA representative prior to filing the class action complaint which was filed on or about March 28, 2022. I accepted the responsibility and agreed to move forward. I pledged to participate actively in the lawsuit.

4. During the litigation of this case, I have continuously interacted with my attorneys to discuss the status of the case. I provided relevant oral and documentary information necessary to prosecute this case. By way of example, I searched for and provided relevant documents pertaining to my work with Defendant and engaged in multiple discussions with my attorneys regarding my work experiences with Defendant. These discussions include, but are not limited to, the following topics: the policies, practices and specific working conditions under Defendant. I have also had numerous discussions with my attorneys regarding the progress of this case and during the two days of mediation. I have spent approximately 25 to 30 hours assisting my attorneys in their litigation of this case.

5. By agreeing to bring this action, I formally accepted the responsibilities of representing the interests of all similarly situated employees in California and willingly chose to assume risks and potential costs that I alone might have to bear if judgement would have been rendered in favor of Defendant.

6 As part of the settlement agreement, I also signed a general release releasing all claims I have or may have against Twomagnets which is far broader than the release by class members. The class representative service payment also serves as compensation for agreeing to a full, general release of all claims against Twomagnets

7. I also risked the potential stigma of being a named plaintiff in a representative action labor dispute which could affect my further employability in the industry or with any prospective employer who learns of my lawsuit against a former employer.

8. The class representative service payment, subject to court approval, is Ten Thousand Dollars (\$10,000). I believe that this amount is fair and reasonable in light of the risks undertaken (both personal and financial) in litigating this matter as a class action and PAGA representative, as well as the time and effort I have expended in doing so, which have resulted in a favorable outcome to the class members and aggrieved employees.

9. I have not directly experienced negative affect(s) in relation to any further employment opportunities because of this lawsuit. However, I did risk negative effects on my employability when I formally accepted the responsibilities of a class representative and willingly chose to assume significant risks and potential costs that I alone might have had to bear if judgement would have been rendered in favor of Defendant.

I hereby declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 14, 2025, at Las Vegas, Nevada.

Signed by:

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Jessica Williams