

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
SHADI SAHEBGHALAM, SBN 343403
shadi@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Tel.: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiff
MARIA CORONA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

MARIA CORONA, individually, and on
behalf of others similarly situated, and as an
aggrieved employee pursuant to the California
Private Attorneys General,

Plaintiff,

vs.

TRISH MCEVOY LTD., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 22STCV21904

*Assigned for All Purposes to: Hon. Timothy
Patrick Dillon, Dept. 15*

CLASS ACTION

**DECLARATION OF MARIA CORONA IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date: December 8, 2025

Hearing Time: 10:00 a.m.

Dept: 15

Complaint Filed: July 6, 2022

Trial Date: None Set

DECLARATION OF MARIA CORONA

I, Maria Corona, respectfully declare as follows:

1. I am over 18 years of age and a resident of California. I am the Class and PAGA Representative in the action entitled *Corona v. Trish McEvoy Ltd.*, Los Angeles County Superior Court – Spring Street Courthouse, Case No. 22STCV21904. I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

2. I was employed by TRISH MCEVOY LTD. (“Defendant”) from approximately January 2019 to May 2021. During my employment with Defendant, I was employed as an hourly-paid, non-exempt employee, and was paid an hourly rate for the work I performed.

3. In or about April of 2022, I decided to seek legal advice about my experiences working for Defendant and about pursuing my grievances against it. I contacted Class Counsel and spoke with their attorneys. Afterwards, I investigated complex wage-and-hour class actions and actions pursuant to the Private Attorneys General Act of 2004 (“PAGA”) on my own and then reached out to Class Counsel again to discuss my situation, and what it meant to be a named plaintiff and Class and PAGA Representative. I wanted to take steps to make sure that Defendant was held accountable for not compensating its hourly employees for all time worked and failing to comply with California’s wage and hour laws.

4. After speaking with my attorneys and investigating complex wage-and-hour actions and in general, I agreed to serve as a Class Representative and PAGA Representative in the Action.

5. As part of becoming a Class Representative and PAGA Representative, I understood that I had a responsibility to the Class, PAGA Members, and State of California.

6. My duties were explained to me by my attorneys. I understood that in representing the interests of other employees, I must consider their interest above my own interests in the Action. I am not aware of any interests that I have had that are contrary to the interests of the proposed Class Members, and that even if I were able to successfully recover any penalties from the PAGA claims, most of these penalties would be paid to the State. I also do not know of any conflict of interests that would keep me from adequately representing the Class or the PAGA

Members.

7. I was also aware that becoming a Class Representative and PAGA Representative could involve additional work including searching for documents, my deposition being taken, and that I might have to take time off to participate in the Action. I still agreed to serve as the Class Representative and PAGA Representative in order to help others recover these wages and penalties.

8. After agreeing to serve as the Class and PAGA Representative, I spoke with my attorneys extensively. Since my case was filed, I have spent considerable time meeting with my attorneys regarding the case and fulfilling my responsibilities as the Class and PAGA Representative which included searching for documents I might have related to the Action, reviewing documents with my attorneys, providing a declaration in support of a motion to compel, discussing issues regarding Defendant's policies, practices, and procedures, and providing guidance regarding the duties of other non-exempt employees and generally my employment with Defendant. I also helped my attorneys develop a strategy as to what documents and information to obtain from Defendant. I routinely checked in with my attorneys and their staff to make sure they had all of my most current information and any additional information that I had obtained.

9. I wanted to do whatever I could to make sure Defendant paid me and other employees what I believe was owed to us for all the hours we worked and for what I believe were non-compliant meal and rest breaks. I believed that the Action could help not only myself but others who I believe had similar difficulties working for Defendant.

10. As the case moved forward, I provided substantial information regarding Defendant's policies, practices, and procedures. I had several additional phone calls with my attorneys throughout the Action and attempted to respond promptly whenever Counsel contacted me or needed additional information. I spoke with my attorneys for many hours, including extensively before the mediation and attempted to provide any help I could on the Action. I proactively monitored the status of the case and reached out to my Counsel regarding ongoing developments.

1 11. When the Action settled, I reviewed the Settlement Agreement and discussed its
2 terms with my attorneys. When I had additional questions about the Settlement, I contacted my
3 attorneys and reviewed the provisions of the Settlement Agreement where I was unclear. I kept
4 in contact with my attorneys throughout the settlement process and will continue to actively
5 participate in the Action and monitor the Action until it is finalized.

6 12. I believe I took on a substantial risk in agreeing to serve as the Class and PAGA
7 Representative despite being made aware that there was no certainty regarding the outcome of
8 the Action or how long it would take to recover the wages owed to myself and the other Class
9 Members and PAGA Members.

10 13. Although I was concerned and afraid about being the representative in this public
11 lawsuit, I decided to put my own interests aside and bring the lawsuit that would be beneficial
12 not just for myself, but for all employees. I have not yet suffered any adverse consequences as a
13 result of the lawsuit, but neither have I received any benefit for representing the Class, the
14 PAGA Members, or for the help I provided my attorneys.

15 14. I have not entered into any undisclosed settlement agreements, nor have I received
16 any undisclosed compensation in the case. The only compensation I will receive is whatever
17 amount the Court awards as a Class Representative Enhancement Payment, as well as my share
18 of the settlement fund as a Class Member.

19 15. Furthermore, as part of the Settlement, I have agreed to a much broader individual
20 release than the more limited release made by other Class Members.

21 16. I believe that I have done everything that my attorneys have asked of me and have
22 tried to the best of my ability to represent the Class Members, State of California, and PAGA
23 Members. I think my efforts helped to get the results obtained in the Action, and as the Class
24 and PAGA Representative, I respectfully request that the Court award me an Enhancement
25 Payment in the amount of \$7,500.00 for my active participation in the Action. Taking into
26 consideration the time I have dedicated to the litigation, the risks I took in order to recover on
27 behalf of not just myself but others, and the broader release I have entered on my own behalf,
28 I believe that this amount is reasonable.

17. I am not related to anyone associated with Protection Law Group, LLP or Lawyers for Justice, PC.

18. As part of the Settlement, I understand that the Parties selected APEX Class Action, LLC (“APEX”) as the neutral third-party Settlement Administrator to provide notice to the Class Members and to distribute the Settlement pursuant to its terms. I have no actual or potential conflicts of interests with APEX.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 9/12/2025 .

DocuSigned by:


E78D168C7A55456
 MARIA CORONA