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Attorneys for Plaintiff NAJUAH MUDAHY,
on behalf of herself and others similarly situated

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

ERIK HUFFMAN, NAJUAH MUDAHY, INA
ROSSON, JOANNE RODELLE LAWHORN
and MANUAL JOSEPH ORTEGON,
individuals, on behalf of themselves and on
behalf of all persons similarly situated and on
behalf of the State of California, as private
attorney general,

Plaintiffs,

v.

CENTENE MANAGEMENT COMPANY LLC,
a Limited Liability Company; HEALTH NET,
LLC, a Limited Liability Company and DOES 1
through 50, inclusive,

Defendants

Case No.: 34-2022-00322629

*[Assigned to the Hon. Lauri A. Damrell, Dept.
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**DECLARATION OF NAJUAH MUDAHY
IN SUPPORT OF PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**



DECLARATION OF NAJUAH MUDAHY

I, Najuah Mudahy, declare:

1. I am over the age of 18 and am a named Plaintiff and class representative in this matter. I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto.

2. This declaration is submitted in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement in this matter.

3. I worked for Defendants Centene Management Company LLC and Health Net, LLC ("Defendants"), as a non-exempt employee from approximately November 7, 2016 to July 12, 2022.

4. From the time of the filing of the lawsuit, I have understood that this is a class action lawsuit where I represent the interests of all individuals who were employed by Defendants in California and classified as non-exempt employees at any time during the Class Period, excluding all those who previously released their claims in prior settlements, except for Plaintiff Erik Huffman (the "Class Members").

5. I believe while working for Defendants, I and all Class Members were subject to the same policies and procedures regarding payment of minimum and overtime wages, meal breaks, payment of meal break premium wages, rest breaks, payment of rest break premium wages, reimbursement of business expenses, wage statements, and final payment of wages. I believe that the claims of all Class Members are identical to mine because Defendants' policies and procedures applied to all of us.

6. I understand that I must continue to consider and protect the interests all Class Members. I have been protecting the rights of myself and all Class Members since approximately September 2022 when first I started looking for an attorney before this lawsuit was filed. I have been and continue to place the interest of all Class Members above my own. I do not have a conflict with the members of the Class I seek to represent.

7. I provided information and been available to my attorneys since approximately

1 September 2022 when I was searching for my attorney. I have helped and been willing to support
2 the lawsuit in any way I can for the last approximately 29 months since September 2022 when I
3 began searching for an attorney for the claims in this lawsuit. I have searched for an attorney, met
4 with my attorneys to see if they would represent me, met with my attorneys to discuss the
5 Defendants' policies, procedures, and practices for clocking in and out, paying wages for the hours
6 that we worked, payment of commissions and bonuses, providing meal breaks, providing rest
7 breaks, payment of premium wages, reimbursement of business expenses, wage statements, and
8 final payment of wages. I spent time searching for policies and procedures that were given to me
9 during my employment, any timecards I had, any pay stubs I had, W2s, and other documents
10 related to my employment. I produced all the documents to my attorneys. I responded to almost all
11 of my attorneys' telephone calls and interviews and I met with them in person and/or
12 telephonically to discuss any questions they had about my employment, Defendants' policies and
13 procedures, Defendants' paying of minimum and overtime wages, Defendants' providing of meal
14 and rest breaks, paying premium wages, providing wage statements, or the documents I had
15 provided to them. I made myself available during the mediation session. Once the settlement
16 agreement was finalized, I conferred with my attorneys on multiple occasions to review and
17 discuss the agreement before signing.

18 8. I also understand that in the event this matter proceeds to trial, I must come to court
19 to participate in the trial. I will come to court if I am needed and have been ready to perform any
20 responsibility that is necessary for this lawsuit. I know that I took a risk by filing this lawsuit
21 because if I lost, I would have to pay for all the costs incurred by the Defendants in the lawsuit. I
22 also have the risk of losing income for any time that I would have to spend fulfilling my
23 responsibilities including having to attend the trial. I also believe I have taken a risk by filing this
24 lawsuit because my employers in the future may find out that I sued my employer, and they may
25 not like it. The other employees will be receiving money from this lawsuit and they have not had
26 to file a lawsuit, look for an attorney, or take the risks that I have had to take.

27 9. I understand that the settlement we have reached in this case must be approved by
28

1 the Court and I must protect the interests of all Class Members.

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

4 Executed this 18 day of February 2025, at Los Angeles, California.

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Najuah Mudahy

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