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Attorneys for Plaintiff
ANABEL GOMEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANABEL GOMEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ARROYO DEVELOPMENTAL SERVICES, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 25STCV00600

*[Assigned for all purposes to the Hon. David S.
Cunningham III, Dept. SSC-11]*

**DECLARATION OF PLAINTIFF ANABEL
GOMEZ IN SUPPORT OF MOTION FOR
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 5, 2026
Time: 9:00 a.m.
Dept.: SSC-11

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I, ANABEL GOMEZ, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendant Arroyo Developmental Services (“Defendant”) as an hourly, non-exempt employee from approximately April 2019 through approximately October 31, 2024. I worked as a Job Coach and was responsible for providing assistance, supervision, and transportation to young adults with special needs. During my employment with Defendant, I, along with the other hourly, non-exempt employees, was required to follow Defendant’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Defendant, I was not paid for all my time worked. Specifically, Defendant required me to be available to perform work duties as early as 7:30 a.m., but I was instructed to clock in no earlier than my scheduled work time at 8:00 a.m. As such, I do not believe I was compensated for all required minimum and overtime wages owed. Also, I do not believe I received proper overtime compensation equal to 1.5 times my regular rate of pay. While working for Defendant I received bonuses, however these bonuses were not included when Defendant calculated my regular rate of pay for overtime purposes.

4. I also do not believe I received all meal and rest breaks to which I was entitled. Specifically, as a result of the work demands imposed by Defendant, my meal breaks were often late, interrupted, short, or missed. I also was not allowed to leave Defendant's facility during a meal period. Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks as Defendant did not authorize and permit me to take rest breaks due to the work demands. Despite all of this, I was not paid all meal period or rest period premiums.

5. Because of all of the above issues at work, I do not believe I received accurate, itemized wage statements. I also did not receive all of the wages owed to me upon the ending of my employment with Defendant.

1 6. I have worked closely with my lawyers on this case. I answered all of their questions
2 about my employment and made myself available to speak and meet with my lawyers whenever I was
3 needed, including the entire day of the mediation on July 22, 2025 and throughout the settlement
4 process.

5 7. I understood that this lawsuit had the chance to benefit my former co-workers and current
6 employees of Defendant by helping them recover money owed to them. As the named Plaintiff, I knew
7 that I would be taking on certain risks that the other employees would not have to take on. For example,
8 I knew that there was a risk that I could be liable for Defendant's costs if we lost the case. Even though
9 I understood that joining a lawsuit is a public record and could stigmatize me and may affect my future
10 employability, I accepted that burden for the benefit of other employees of Defendant because I wanted
11 it to pay its current and former employees for all unpaid wages according to the law and face
12 consequences for not doing so.

13 8. I have been actively involved in this case since joining this lawsuit. Without revealing
14 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
15 numerous occasions. I estimate that I have spent approximately 7-10 hours meeting with my lawyers
16 concerning the case and my responsibilities as a class representative, which included, among other
17 things, gathering various employment and non-employment related documents for use in the lawsuit,
18 reviewing documents with my lawyers and answering their questions, answering follow up questions
19 and providing guidance regarding Defendant's timekeeping, break schedules, pay, and other policies
20 and procedures that Defendant's required me and the hourly employees to follow, and helping develop
21 a strategy as to what documents/information to obtain from Defendant.

22 9. In connection with the settlement of this case, I spent additional time reviewing the
23 settlement agreement and discussing the agreement and approval process with my attorneys. I made
24 sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted
25 to understand everything before I signed it.

26 10. As part of the proposed Settlement, I have also agreed to a full general release of claims
27 related to my employment with Defendant that extends beyond the release of claims applicable to
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1 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
2 known or unknown, under federal, state, or local law against Defendant.

3 11. I believe my claims are typical of the members of the Class because they were required
4 to follow the same policies and procedures I was required to follow when I worked for Defendant. I
5 believe Defendant's policies and procedures were the same for all hourly employees in California.
6 Since the same policies and procedures applies to myself and the other hourly, non-exempt employees,
7 I believe they were not paid for all wages earned, did not receive all meal and rest periods, did not
8 receive accurate wage statements, and were not paid all wages owed upon separation of employment.

9 12. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt
10 employees. I understand that as the proposed class representative, I am responsible for representing
11 the interests of all members of the class in litigation to recover money damages for the Class and I
12 consider the interests of the Class and put the interests of the Class before my own interests.

13 13. I understand that my attorneys will request that the Court award me Service Payment of
14 \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Payment is not
15 contingent upon me supporting the proposed Settlement.

16 I have reviewed this written statement and fully understand all of its contents. I declare under
17 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

18 Executed on September 1,, 2025 at Downey, California.

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Anabel Gomez (Sep 1, 2025 21:20:39 PDT)

21 ANABEL GOMEZ
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