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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

ERICA MORRIS, YOLANDA ORTEGA-
CALBERT, MARIBEL BLANDINO, and
DORETHA HUGHES, individually, on behalf of
themselves and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

THE PERMANENTE MEDICAL GROUP,
INC.. a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.34-2022-00332012-CU-OE-GDS

**DECLARATION OF PLAINTIFF
ERICA MORRIS IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: April 18, 2025

Hearing Time: 9:00 AM

Judge: Honorable Jill H. Talley

Dept: 23

Reservation ID # A-332012-001

Date Filed: June 27, 2023

Trial Date: Not set

1 I, Erica Morris, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. During the class period I worked as a Service Representative for the Defendant The
10 Permanente Medical Group, Inc. ("TPMG" or "Defendant") in California and during that time
11 period I was classified by TPMG as a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 ILYM Group, Inc., the settlement administrator. I am not aware of any other pending matter or
19 action asserting claims that will be extinguished or adversely affected by this settlement.
20

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 I received non-discretionary compensation from time to time, such as bonuses, but these
24 payments during certain pay periods when I worked overtime were not factored into my regular
25 rate. I was underpaid overtime as a result. As another example, TPMG rounded my time worked
26 such that I was not paid for all the time I spent actually working. Additionally, I often did not
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1 receive compliant meal and rest breaks which were late, interrupted or missed entirely. I also did
2 not receive all the meal and rest break premiums I was entitled to and when I did receive
3 premium payments, they were often an incorrect amount. As another example, I was required to
4 use my personal cellular phone and home office equipment for company business without
5 reimbursement by TPMG.
6

7 6. I spoke to my attorneys several times and discussed how TPMG implemented its
8 company policies and procedures. I also assisted my attorneys in their investigation into my
9 claims by providing them documents and answering their questions. I reviewed the complaint
10 before it was filed and after it was filed I was given access to an electronic file sharing program
11 that alerted me via email when important documents were filed so that I could review them and
12 keep up with the developments in the case, which I understood was one of my duties as a class
13 representative. I was in contact with my attorneys to answer questions, provide documentation,
14 and help assist them with preparing my written discovery responses. I would also contact my
15 attorneys from time to time if I had any questions about the case.
16

17 7. Even though this action is in the process of settling, I was and remain prepared to
18 perform all the duties of a class representative. I understand that as a class representative I have
19 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
20 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
21 benefit of the class members and surrender any right to compromise the group action for an
22 individual gain.
23

24 8. I understood that being a plaintiff/class representative in this case meant that I was
25 seeking damages not only for myself but also other current and/or former non-exempt employees
26 working for TPMG in California who make up the class. I felt that these individuals were not
27

1 aware of their labor law rights and even if they were they would probably be apprehensive about
2 speaking up or even simply because of the time, effort and risk involved in filing a class action
3 lawsuit.

4
5 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
6 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
7 or part of the attorney fees and costs paid by TPMG to defend this lawsuit. Also, I knew there
8 was a risk that future employers, if they ever find out about this lawsuit, could hold it against me
9 or downgrade me as a potential hire. As one of only four named Plaintiffs in this case it would
10 not be difficult for a future employer to become aware that I sued my employer for labor law
11 violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and
12 the rights of others regardless of the risks, time and effort I spent on this case.

13
14 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
15 to date on important developments by reviewing court filings that were made available to me
16 electronically as I described above.

17 11. A mediation took place on September 20, 2024, with David Rotman, a well-respected and
18 experienced mediator of wage and hour class actions. After the mediation the parties were able
19 to reach an agreement to settle the action. I communicated with my attorneys regarding the terms
20 of the settlement which was reached between the parties and understood that I was representing
21 absent class members and therefore wanted the best possible result to be obtained for the class
22 members and I believe a very positive result was in fact achieved via settlement. I reviewed and
23 signed the Memorandum of Understanding on December 2, 2024 and when the final settlement
24 papers were ready, I closely reviewed the Settlement Agreement which I signed on March 19.
25 2025.
26
27

12. I have been actively involved with this lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court filings, and spent a significant amount of time on the issues presented during the lawsuit and in the settlement process. I estimate that I spent approximately 40-50 hours working on this case up until this point. I believe I have been diligent and have done what is expected of a named plaintiff and a proposed class representative to date and will continue to do so. I have and always will maintain the best interests of the class members.

13. My attorneys explained to me that the settlement process involves a two-step review by the Court to determine whether the settlement is fair before approving the settlement. I know this process also involves notifying all class members of the settlement terms and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

14. I believe I did the right thing by filing this case on behalf of the class members who, subject to court approval, are in line to receive monetary payments as a result of this case and settlement. This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel significant personal satisfaction to know that I played a role in the class members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the requested Class Representative Service Payment of \$20,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. As part of the settlement it was necessary for me to sign a general release of all claims I may have against TPMG. I believe the Class Representative Service Payment I have requested provides me with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing my employer, the exposure to being responsible for paying Defendant's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for \$20,000 as a Class Representative service payment is fair and reasonable.

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

Executed on 03 / 21 / 2025, at Sacramento, Ca.
(city, state)

Erica Morris

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