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7 Attorneys for Plaintiffs PAOLA URIBE and MARIA SOTO

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF VENTURA**

10 PAOLA URIBE, MARIA SOTO, KAREN
11 HART, WILSON CHUNG, and LISA
BURTON, individuals, on behalf of themselves,
12 all persons similarly situated, aggrieved
employees, and the State of California

13 Plaintiffs,

14 vs.

15 MONROE OPERATIONS, LLC, (*dba*
16 *Newport Healthcare, Newport Academy,*
Newport Institute, and Center for Families),
and DOES ONE through TWENTY inclusive,

17 Defendants.
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Case No.: 56-2021-00561341-CU-OE-VTA

**DECLARATION OF STAN MALLISON
IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS SETTLEMENT**

Date: January 21, 2025
Time: 8:20 AM
Dept: 40

Before the Honorable Mark S. Borrell

1 I, Stan S. Mallison, declare:

2 1. I am an attorney at law licensed to practice before all courts of the State of California
3 and am a founding partner of Mallison & Martinez. My firm and I are counsel for Plaintiffs Paola
4 Uribe (“Uribe”) and Maria Soto (“Soto”) in the above-entitled case. I am familiar with the above-
5 captioned litigation and the dispute from which it arises. All statements made herein are on personal
6 knowledge unless otherwise stated. If called as a witness, I could competently testify as to matters
7 stated herein.

8 2. By this motion, Plaintiffs Paola Uribe, Maria Soto, Karen Hart, Wilson Chung, and
9 Lisa Burton (collectively, “Plaintiffs”) ask the Court to grant final approval of the parties’ Class
10 Action and PAGA Settlement and Release (“Settlement”), and to approve payment of all sums
11 provided thereunder, including the Class Representative Service Awards, the allocation for release
12 of PAGA claims, settlement administration expenses, and reimbursement of Plaintiffs’ attorneys’
13 fees and costs. Ex. 1 to Nordrehaug Decl., Settlement Agreement and Release (“Settlement”)

14 3. The Court can rest assured that the requested payments to the Plaintiffs, Class
15 Counsel, the Settlement Administrator, and the LWDA are appropriate and should be approved.
16 Plaintiff Uribe and Soto’s requested service award is routine and warranted in light of their service
17 and the risk to their reputation from attaching their name to this lawsuit. Attached hereto as **Exhibit**
18 **1** is a true and correct copy of the Declaration of Plaintiff Uribe. Attached hereto as **Exhibit 2** is a
19 true and correct copy of the Declaration of Plaintiff Soto.

20 4. Class Counsel’s request for one-third of the common fund in attorneys’ fees and
21 costs is also reasonable in light of the complex nature of this class litigation, the risky nature of
22 taking this case on contingency, the opportunity cost of investing hours here instead of on other
23 matters, and the excellent result achieved.

24
25 **II. STATEMENT OF RELEVANT FACTS**

26 5. The procedural and factual background of this matter were outlined in
27 Plaintiffs’ Motion for Preliminary Approval. To briefly reiterate, this is a wage and hour class
28 action settlement between Plaintiffs Paola Uribe and Maria Soto and Defendant Monroe

1 Operations LLC. (“Monroe, and Parties in the related actions Hart v. Monroe Operations, LLC,
2 Alameda County Superior Court Case No. 22CV007600; Chung, et al. v. Monroe Operations,
3 LLC, Central District of California Case No. SACV 22-01798-JWH (JPRx); and Burton v.
4 Monroe Operations, LLC., Orange County Superior Court Case No. 30-2022-01277013-CU-
5 OE-CXC. Monroe Operations.

6 6. Monroe Operations LLC operates in-patient care facilities for minors with
7 substance-abuse difficulties. The settlement for which Plaintiffs seek preliminary approval
8 affects approximately 1,941 non-exempt employees who worked for Monroe between July 7,
9 2018, and January 7, 2024. (“Class Members”).

10
11 **III. SUMMARY OF RELEVANT SETTLEMENT TERMS**

12 7. The Parties fully executed a proposed long-form settlement agreement that Plaintiffs
13 now present to the Court with this motion for final approval. I believe the Settlement is reasonable,
14 fair, and adequate, as it provides compensation to class members in proportion to the relative value
15 of their claims. Of course, the Settlement is a compromise figure, taking into account the risk
16 associated with further litigation both in determining the fairness of total Settlement as well as the
17 propriety of other terms.

18 8. Under the Settlement, Monroe is obligated to pay the Gross Settlement Amount
19 of \$2,195,000. Ex. 1 to Nordrehaug Decl., Settlement Agreement and Release (“Settlement”) §
20 1.22. The Gross Settlement Amount will be paid within fourteen days after the Effective Date.
21 Settlement § 4.3. The Settlement provides that all of the Gross Settlement Amount will be
22 disbursed to Class Members. Settlement §§ 5.1 – 5.5. The Settlement provides that any Class
23 Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed
24 and canceled after the void date, the Administrator shall transmit the funds represented by such
25 checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member
26 thereby leaving no “unpaid residue” Ex. 1 to Nordrehaug Decl., Settlement §§ 8.8(f)

27 9. I have reviewed its proposed method of distribution and have determined that, on
28 the whole, it serves the purpose of providing a simple and readily determinable method for

1 distribution, while also allowing for a distribution that corresponds closely to the alleged damages
2 and likely recoveries, which are based upon various theories of liability. I have considered other,
3 more complicated methods, but determined that although such methods may have some merit, they
4 were not without controversy and would likely lead to a myriad of objections regarding their
5 formulation and implementation. Further, this method will allow Class Members to review and
6 confirm for themselves the number of months of employment. The formula employed in the
7 Settlement is commonly used in wage-and-hour cases and is appropriate in this case, where most
8 workers experience the same working conditions and have similar claims that roughly correlate
9 with the above formula.

10 10. The Class Notice adequately informs Class Members of the nature of the litigation,
11 the essential terms of the Settlement, how to object to the Settlement, how to elect not to participate
12 in the Settlement, and how to submit a claim for payment under the Settlement. Further, the Class
13 Notice identifies Class Counsel, specifies the amount of the Class Representative Payment, and
14 informs Class Members that Class Counsel will seek an award not to exceed 33% of the Gross
15 Settlement Amount to reimburse Class Counsel's attorneys' fees, in addition to litigation costs.

16
17 **IV. THE MOTION FOR FINAL APPROVAL SHOULD BE GRANTED**

18 11. The Settlement provides for payment of a Maximum Settlement Amount of
19 \$2,195,000. This amount is reasonable in light of the extent of alleged damages as well as the risks,
20 discussed above, and delays of further litigation, trial, and potential appeals.

21 12. There will be no reversion of any funds to Defendants, and any checks remaining
22 uncashed after 180 days will be voided and the Administrator shall transmit the funds represented
23 by such checks to the California Controller's Unclaimed Property Fund in the name of the Class
24 Member thereby leaving no "unpaid residue" subject to the requirements of California Code of
25 Civil Procedure Section 384, subd. (b). Ex. 1 to Nordrehaug Decl., Settlement §§ 8.8(f)

26 13. Further, the awards requested by Class Counsel and the Class Representative are
27 also fair and appropriate under the circumstances. Class Counsel has expended significant time and
28 resources in investigating, prosecuting, and settling this action over the past several years, and the

1 Class Representative has represented her colleagues and invested significant time and energy into
2 this case, risking her reputation and the threat of retaliation from future employers.

3 14. The \$2,195,000 Settlement provides reasonable recovery given the modest—yet not
4 inconsequential—extent of the class damages, and the risks of continued litigation, trial, and
5 potential appeals. In any case, continued litigation would clearly delay payment—if any—to the
6 Class. As such, the prompt and definite payment to Class Members under the Settlement is fair,
7 adequate, and reasonable and is in the best interest of the Class given all known facts and
8 circumstances, including the risk of the significant delay or no recovery whatsoever.

9 15. Class Counsel conducted a thorough investigation into the facts of this case and
10 diligently pursued an investigation of Class Members' claims against Monroe. For their part,
11 Defendant contest liability in this action, is represented by zealous counsel, and is prepared to
12 vigorously defend against these claims if the action is not settled.

13 16. The scope of the release by Class Members tracks the claims made in this case. It
14 covers all claims under state law which were or could have been alleged based on the factual
15 allegations in this lawsuit. The PAGA release also narrowly corresponds to the allegations in the
16 case and the notice letters to the LWDA. Further, the class release does not contain a Civil Code §
17 1542 waiver. Therefore, Class Members are not resolving any other claims beyond that which
18 would have been brought to trial.

19
20 **V. THE REQUESTED SERVICE AWARDS AND REIMBURSEMENT OF**
21 **ATTORNEYS' FEES AND COSTS SHOULD BE GRANTED**

22 **Class Representative Fee**

23 17. Incentive fees are an important part of representative actions because they
24 incentivize an aggrieved employee to come forward and exert the great effort necessary to litigate
25 a case for Labor Code violations. Employees put themselves at risk, face backlash, and place
26 themselves in the spotlight in order to rectify the wrongs being committed by an employer on behalf
27 of themselves, other similarly situated workers, and the State of California. As the declarations
28 submitted herewith establish, the Class Representative spent considerable time and effort on this
case on behalf of the Class. Lastly, and most significantly, the Class Representative stepped forward

1 and boldly attached her name to this class action lawsuit, risking the threat of retaliation from future
2 employers. Any potential employer can easily discover Plaintiff's involvement in this action
3 through basic internet research, and that stigma will last long into the future, long after whatever
4 funds Plaintiff obtains from this case have been depleted. Plaintiff should be rewarded for her
5 initiative, courage, and sacrifice with the modest Service Payments requested herein.

6 **Mallison & Martinez Firm Description**

7 18. Mallison & Martinez is a class action law firm in Oakland, California. The firm was
8 created in 2005 by Stan Mallison and Hector Martinez, attorneys with extensive class action and
9 complex litigation experience at: (1) Lerach Coughlin Stoa & Robbins, (2) Milberg, Weiss,
10 Bershad, Hynes, & Lerach, (3) Van Bourg Weinberg Roger & Rosenfeld (the largest union side
11 labor law firm in the country), (4) Carter & Garay (a boutique class action law firm), and (5)
12 California Rural Legal Assistance, Inc. (the largest federal legal services provider to farm-workers
13 in the country). The firm is nearly exclusively engaged in class and representative actions in
14 employment law on behalf of employees. Mallison & Martinez researches and develops class action
15 wage and hour cases and litigates them to resolution.

16 19. The firm employs a "research model" approach to wage and hour class action
17 litigation. We do this by, where appropriate, relying heavily upon technology, investing enormous
18 amounts of time and energy into legal and factual investigations, both prior to filing and early in
19 the litigation and by developing comprehensive factual and legal expertise in the specialized areas
20 in which we litigate.

21 20. The success of this model is exemplified by the following sample of cases the firm
22 is currently litigating or has resolved and has served or is serving as Class Counsel or Co-lead
23 Counsel (where specified):

- 24 a. ABM Industries Overtime Cases (San Francisco Superior Court): This is
25 a class action involving some 50,000 janitorial workers in California. The
26 case settled for \$140 million.
- 27 b. Benitez et al. v. Wilbur et al. (Eastern District of California): This was a
28 class action wage and hour case on behalf of a class of dairy workers who
were (1) not paid all wages largely due to being paid a fixed salary without

1 regard to actual hours worked and (2) due to the employer's failure to
2 record time. (\$400,000 settlement granted final approval).

- 3 c. Glenn Block v. eBay, Inc. (Santa Clara County Superior Court): This was
4 a consumer class action case filed on behalf of several numerous eBay
5 consumers who were impacted by eBay's "bid against yourself" policy
6 (co-counsel Lerach Coughlin Stoia Geller Rudman & Robbins). (Class
7 settlement approved for \$2.1 million).
- 8 d. Ibañez et al. v. Food Specialists Inc. et al. (Alameda County Superior
9 Court - Complex): This was a class action wage and hour case on behalf
10 of 950 food service employees of Scott's Seafood Restaurants. (Class
11 settlement approved for \$1.485 million).
- 12 e. In re Milgard (Los Angeles County Superior Court): This was a wage and
13 hour class action on behalf of approximately 1,000 factory workers.
14 (Class Settlement of \$5 million approved).
- 15 f. In re: Rhodia Erisa Litigation (Southern District of New York): This was
16 an ERISA Class Action on behalf of 3,945 workers of Rhodia, Inc.
17 Appointed Co-lead Counsel with Robbins Umeda & Fink. (Class
18 settlement approved for \$2.4 million).
- 19 g. Jacobo v. Packaging Plus Wage and Hour Class Action (San Benito
20 County Superior Court): This was a wage and hour class action on behalf
21 of a class of produce packing workers involving rest and meal period
22 violations. (\$4.5 million class settlement approved).
- 23 h. Korbel Winery (Eastern District of California): This was a mid-sized wage
24 and hour class action case involving approximately 600 winery workers.
25 (Class settlement approved for \$750,000).
- 26 i. La Perla Tapatia (Eastern District of California): This was a wage hour
27 class action on behalf of grocery workers. (Class settlement granted final
28 approval for \$400,000).
- j. Lara et al. v. Sierra La Verne Country Club (Los Angeles County
Superior Court): This was a mid-sized wage and hour class action on
behalf of service workers. Mallison & Martinez is originating counsel and
co-counseled the case with Rastegar & Mattern. (\$725,000 class
settlement approved).
- k. Larios v. Piatti Restaurants (Marin County Superior Court): Final
approval granted for wage and hour class action settlement for \$2.5
million involving thousands of restaurant workers throughout the state of
California.
- l. Magaña v. TT Miyasaka (Santa Cruz County Superior Court): This was a
mid-sized wage and hour class action settlement for strawberry field
workers. (Final approval granted for settlement of \$1.5 million.)

- 1 m. MAT Landscape (San Joaquin County Superior Court): This was a mid-
2 sized wage and hour case involving hundreds of landscape workers.
3 Mallison & Martinez co-counseled with California Rural Legal
4 Assistance, Inc.. (Settlement for \$700,000 approved).
- 5 n. Miranda et al. v. Don Roberto Jewelers (Santa Barbara County Superior
6 Court): This was a retail worker's wage and hour class action involving
7 approximately 1,400 retail workers. (Class settlement granted final
8 approval for \$1.225 million).
- 9 o. Morales et al. v. Leggett & Platt, Inc. et al. (Eastern District of
10 California): This was a wage and hour class action on behalf of
11 approximately 370 employees who worked at Defendants' manufacturing
12 facilities. (Final approval granted for settlement of \$1.75 million.)
- 13 p. Morales v. Stevco, Inc. (Eastern District of California): This was a mid-
14 sized wage and hour class action settlement for grape field workers.
15 (\$925,000 settlement granted final approval).
- 16 q. Muñoz v. Giumarra Vineyards (Eastern District of California): This was
17 a large wage and hour class action on behalf of approximately 15,000
18 fieldworkers. (Class settlement of \$6.1 million plus interest granted final
19 approval).
- 20 r. Ontiveros v. Zamora (Eastern District of California): This was a wage and
21 hour class action on behalf of a class of mechanics involving failure to
22 pay minimum wage and overtime. (\$2.2 million class settlement
23 approved).
- 24 s. Rodriguez v. DM Camp (Eastern District of California): This was a mid-
25 sized wage and hour class action settlement for grape field workers.
26 (\$675,000 settlement granted final approval).
- 27 t. Rojas et al. v. Sunview Vineyards (Eastern District of California): This
28 was a large wage and hour class action on behalf of approximately 10,000
fieldworkers. (Class settlement of \$4.55 million approved).
- u. Rosales v. El Rancho; Cruz, et al. v. El Rancho (Eastern District of
California): This was a wage and hour class action on behalf of grape
workers. (Final approval granted for settlement of \$2.3 million).
- v. TBS Couriers (Alameda County Superior Court): This was a set of two
mid-sized wage and hour class action cases involving hundreds of
delivery drivers. Mallison & Martinez is counsel in these coordinated
actions (trial judgment awarded for more than \$4.7 million).
- w. Vasquez v. Coast Roofing (Eastern District of California): This was a mid-
sized wage and hour class action case involving hundreds of roofing
workers. (Class settlement for \$250,000 granted final approval).

- 1 x. Zacapa v. Don Roberto (Santa Barbara County Superior Court): This was
2 a wage and hour class action involving approximately 1,000 retail
3 workers. (Class settlement granted final approval for \$875,000).

4 The above listing is just a sample of the more than 500 wage and hour class and representative
5 action cases that Mallison & Martinez has been involved with since forming in 2005.

6 **Current Attorneys and Paralegals on the Case**

7 21. I, Stan Mallison, am a former meat cutter and baker. I received my Bachelor of Arts
8 degrees in Philosophy and Political Science from the California Polytechnic University at Pomona,
9 California in 1990, graduating *magna cum laude* and first in both departments. I earned my Master's
10 degree in Economics from the University of California at Riverside in 1993, where I had been
11 admitted to, and substantially progressed through, the Economics Ph.D. program. I earned my law
12 degree from Stanford University in 1996, graduating with honors. During law school, I interned
13 with the National Labor Relations Board ("NLRB"), both at the Division of Judges in San Francisco
14 as well as under the direct supervision of Chairman of the NLRB William B. Gould in Washington
15 D.C.

16 22. Between 1996 and 1998, I worked in complex labor and employment litigation
17 for the law firm of Van Bourg, Weinberg Roger and Rosenfeld, the largest union-side labor law
18 firm in the country. From 1998 to 2004, I worked for Milberg Weiss Bershad Hynes & Lerach
19 ("Milberg Weiss") and joined Lerach Coughlin Stoia & Robbins ("Lerach Coughlin") when the
20 Milberg firm divided in 2004, working there until February 2005. My work at Milberg Weiss
21 and Lerach Coughlin consisted of class action work and included work on complex and large
22 cases including: *In Re Enron Securities Litigation* (\$7.2 billion settlement); *Mariana Island*
23 *Garment-Worker Cases* (a \$20 million wage and hour settlement on behalf of 20,000 migrant
24 workers on the island of Saipan); *In Re 3Com Securities Class Action* (\$259 million settlement),
25 a federal court challenge to the sufficiency of the federal Department of Transportation's
26 NAFTA truck safety regulations; *In re Pemstar Securities* (settlement of \$12 million); *In re*
27 *Block v. eBay* (settlement of \$2.1 million); a federal court challenge to Presidential Executive
28 Order re: Project Labor Agreements, and dozens of other cases. As a result of my expertise in

1 economics, I devised and developed the Black-Scholes valuation method for analyzing insider
2 option exercises. I spent a considerable amount of my time at Milberg Weiss and Lerach
3 Coughlin as liaison to economic experts. Plaintiff seeks an hourly rate of \$1057 for the hours I
4 expended on litigating this case. I believe this rate to be reasonable given my experience level
5 and success in this field, the contingent and risky nature of the work, and the prevailing rates
6 for attorneys of his level of experience in this field.

7 23. Hector Martinez received his Bachelor of Arts degree in Political Science in 1993
8 from the University of California at Davis. Mr. Martinez grew up in a farm labor camp among a
9 socially conscious farm-worker community, which motivated Mr. Martinez to work for the
10 benefit of low-wage workers. Beginning in the mid-nineties, at the California Institute for Rural
11 Studies, Mr. Martinez conducted extensive research on California's agricultural industry and the
12 substandard environmental, health, and working conditions and its impact on farmworkers and
13 their families. Mr. Martinez then attended law school and earned his law degree from Golden
14 Gate University School of Law in 1998. During law school, he worked as a law clerk with Van
15 Bourg, Weinberg, Roger and Rosenfeld, the largest union-side labor law firm in the country,
16 under the direct supervision of named partner David Rosenfeld. From 1999 to 2004, Mr.
17 Martinez worked at California Rural Legal Assistance, Inc. ("CRLA"), the largest non-profit law
18 firm dedicated to farm-worker issues in the country. His work at CRLA included numerous
19 representative PAGA actions under California's Unfair Competition Law, Business &
20 Professions Code Sections 17200 *et seq.*, which were brought on behalf of thousands of
21 agricultural employees and the general public. During his time with CRLA, Mr. Martinez was
22 nominated for and received a fellowship with the California Wellness Foundation Violence
23 Prevention Initiative, for his work with farm-worker youth throughout California. Plaintiff seeks
24 an hourly rate of \$1057 for the hours Mr. Martinez expended on litigating this case. I believe
25 this rate to be reasonable given my experience level and success in this field, the contingent and
26 risky nature of the work, and the prevailing rates for attorneys of his level of experience in this
27 field.

28 //

1 24. Cody Bolce is an Associate at Mallison & Martinez and is admitted to practice
2 within the California State Courts, as well as the Northern, Eastern, Western, and Central
3 Districts of California, the Eastern and Western Districts of Wisconsin, the District of New
4 Mexico, the District of Colorado, the District of Nebraska, and the Western District of
5 Michigan. Mr. Bolce was admitted to the California bar in 2018. Mr. Bolce received his Juris
6 Doctorate from Santa Clara University School of Law and his Bachelor of Science in Political
7 Science from the University of Oregon. Mr. Bolce's practice focuses on employment law,
8 representing employees who have been discriminated, harassed, or retaliated against by their
9 employer. Mr. Bolce has also represented employees and consumers in class actions in state
10 and federal courts around the country. Mr. Bolce is an active member of the American Bar
11 Association, California Employment Lawyers Association, and the Alameda County Bar
12 Association. Plaintiff seeks an hourly rate of \$538.00 for Mr. Bolce's reasonably expended
13 hours working on this case. I believe this rate to be reasonable given my experience level and
14 success in this field, the contingent and risky nature of the work, and the prevailing rates for
15 attorneys of his level of experience in this field.

16 25. Gonzalo Quezada is an associate at Mallison & Martinez and is admitted to
17 practice before the California State Courts, as well as the Northern, Eastern, and Central
18 Districts. Mr. Quezada's practice is focused on employment litigation, including wage and
19 hour class actions. He received his law degree from Thomas Jefferson School of Law,
20 graduating cum laude. While attending law school, Mr. Quezada was a member of Thomas
21 Jefferson's Moot Court Program, where he competed nationally. Prior to law school, Mr.
22 Quezada attended California State University, Fresno graduating with a Bachelor of Arts in
23 Political Science and Philosophy. Plaintiff seeks an hourly rate of \$538 for Mr. Quezada's
24 hours expended on litigating this case. I believe this rate to be reasonable given my experience
25 level and success in this field, the contingent and risky nature of the work, and the prevailing
26 rates for attorneys of his level of experience in this field.

27 26. Daniel Arjona is an ABA-certified paralegal under Cal. & Bus. Prof. Code §
28 6450(c)(1) at Mallison & Martinez. Mr. Arjona has over two years of experience working as a

1 paralegal. Mr. Arjona graduated from San Francisco State University in 2021 with a Bachelor
2 of Arts in Psychology. Mr. Arjona is qualified to perform paralegal tasks. Plaintiff seeks an
3 hourly rate of \$239.00 for Mr. Arjona's reasonably expended hours working on this case.

4 27. Melissa Metz is a certified paralegal at Mallison & Martinez. Ms. Metz meets
5 the definition of "paralegal" under Cal. & Bus. Prof. Code § 6450(c)(2). Ms. Metz has worked
6 for four years as a paralegal. Ms. Metz received her paralegal certification from Merritt College
7 in Oakland, California. Plaintiff seeks an hourly rate of \$239.00 for Ms. Metz's reasonably
8 expended hours working on this case.

9 **Former Attorneys and Paralegals on the Case**

10 28. Heather Hamilton is former a Junior Associate at Mallison & Martinez and is
11 admitted to practice before the California State Courts, as well as the United States District
12 Court for Northern California and the United States District Court for Eastern California. Mrs.
13 Hamilton has been a licensed attorney since January 2021. Ms. Hamilton's practice is focused
14 on employment litigation, including wage and hour class actions. Ms. Hamilton earned her Juris
15 Doctorate at the University of California Hastings College of the Law in May 2019. During law
16 school, Ms. Hamilton interned with the Equal Employment Opportunity Commission, San
17 Francisco division, assisting with the investigation of employment discrimination. Also, during
18 law school, Ms. Hamilton received recognition for her commitment to pro bono service,
19 primarily for her extensive involvement in providing legal referral services to individuals
20 experiencing housing insecurity. After law school, Ms. Hamilton worked at the San Francisco
21 Public Defender's Office, with the majority of her contributions going to the pre-trial and post-
22 conviction relief units. Plaintiff seeks an hourly rate of \$538 for Ms. Hamilton's hours expended
23 on litigating this case. I believe this rate to be reasonable given my experience level and success
24 in this field, the contingent and risky nature of the work, and the prevailing rates for attorneys
25 of her level of experience in this field.

26 29. Lilianna Romero is a current attorney licensed to practice within California and
27 is a former law clerk at Mallison & Martinez. Plaintiff seeks an hourly rate of \$239.00 for Ms.
28 Romero's hours expended on litigating this case.

1 30. Edith Romo is a current attorney licensed to practice within California and a
2 former law clerk at Mallison & Martinez. Plaintiff seeks an hourly rate of \$239.00 for Ms.
3 Romo's hours expended on litigating this case.

4 31. Cesar Juarez is an ABA-certified paralegal under Cal. & Bus. Prof. Code §
5 6450(c)(1), formerly with Mallison & Martinez. Mr. Juarez has four years of experience working
6 as a paralegal. Plaintiff seeks an hourly rate of \$239.00 for Mr. Juarez's reasonably expended
7 hours working on this case.

8 32. Logan Bowie is a former certified paralegal at Mallison & Martinez. Mr. Bowie
9 meets the definition of "paralegal" under Cal. & Bus. Prof. Code § 6450(c)(2). Mr. Bowie is
10 qualified to perform paralegal tasks. Plaintiff seeks an hourly rate of \$239.00 for Mr. Bowie's
11 reasonably expended hours working on this case.

12 33. Paulina Maldonado is an ABA-certified paralegal under Cal. & Bus. Prof. Code
13 § 6450(c)(1), formerly with Mallison & Martinez. Ms. Maldonado is qualified to perform
14 paralegal tasks. Plaintiff seeks an hourly rate of \$239.00 for Ms. Maldonado's reasonably
15 expended hours working on this case.

16 34. Mallison & Martinez has had and continues to have, adequate resources to
17 vigorously litigate this case on behalf of the class representatives and class members. Plaintiffs'
18 counsel has spared no expense nor taken any shortcuts in this litigation.

19 35. Neither I, nor any member of the firm, have any personal affiliation or family
20 relationship with the Plaintiffs. The only relationship with Plaintiffs in this current litigation is
21 the attorney-client relationship. The firm chose the class representatives because we believed
22 they provided a good representation of the breadth of the class. The class representatives have
23 carried out all required tasks in this case to help us pursue this action, providing us with
24 information, documents, insights, opinions, and necessary decisions to make this case successful.
25 The class representatives spent considerable time in their efforts on behalf of the class and
26 deserve the incentive award requested in this case.

27 //

1 **Litigation History Of The Case**

2 36. Plaintiffs Uribe and Soto filed this matter as a wage and hour class action against
3 Defendant Monroe Operations, LLC., on December 17, 2021. Plaintiffs later filed a first
4 amended complaint adding a Private Attorney General Act (“PAGA”) representative claim
5 against Defendant Monroe Operations, LLC. The complaint alleged nine separate causes of
6 action against Monroe for (1) failure to pay minimum wage; (2) failure to pay overtime; (3)
7 failure to reimburse work expenses; (4) rest period violations; (5) meal period violations; (6)
8 waiting time penalties or wages, (7) wage statement penalties, (8) Violation of the Unfair
9 Competition Law, and (9) Private Attorney General Act (Labor Code § 2699 et seq.) penalties.

10 37. After commencing the action, the parties engaged in motion practice. Defendant
11 Monroe moved to compel Plaintiffs’ claims to arbitration on October 3, 2022. Following the
12 Court’s decision to grant Monroe’s motion to compel on October 28, 2022, Plaintiffs moved the
13 Court for reconsideration of their prior order. Plaintiffs’ individual claims were inevitably
14 compelled to proceed in arbitration and the class allegations were stricken.

15 38. On August 02, 2023, Plaintiffs discovered three separate, but related actions
16 against Monroe Operations. Following the discovery of the three related actions, Plaintiffs
17 engaged counsel for Plaintiffs in the related actions and ultimately signed an Association of
18 Counsel and Joint Prosecution Agreement on August 16, 2023. A true and correct copy of the
19 Association of Counsel and Joint Prosecution Agreement is attached hereto as **Exhibit 3**.

20 **Opinion Of Class Counsel, Proposed Representative, and Due Diligence**

21 39. Plaintiffs and their counsel have conducted substantial investigation and
22 discovery, having litigated this case for over three years, we have a comprehensive
23 understanding of damages and the possible issues that would arise were this case to proceed to
24 trial. Plaintiffs’ counsel is of the view that central to any certification, litigation, mediation, or
25 resolution of a wage and hour case is obtaining the core payroll and timekeeping records.
26 Plaintiffs obtained the critical documents and data at issue in this case, including Monroe’s
27 policy documents, payroll, and timekeeping information, and performed detailed expert analysis
28 thereon.

1 40. Based on the foregoing, Mallison & Martinez’s investigation and discovery in
2 this case, and in consultation with the Class Representatives’ Counsel for Plaintiffs in the related
3 matters, I am of the opinion that the class settlement with Monroe for \$2,195,000 is reasonable
4 and adequate and is in the best interest of the Class, in light of all known facts and circumstances,
5 including the risk of significant delay, the defenses asserted by Monroe, the amount of potential
6 damages in this case, and success on the merits at trial. Monroe contests liability in this action,
7 is represented by zealous counsel, and is prepared to vigorously defend against these claims if
8 the action is not settled. If the litigation proceeds, Plaintiffs would face significant risks. Firstly,
9 Plaintiffs had to consider the risk of trial on the merits of the issues that could be resolved in
10 Monroe’s favor as well as the delay of appeals, which would prejudice currently employed Class
11 Members.

12 41. The \$2,195,000 settlement provides for a fair recovery for Class Members. Even
13 if Plaintiffs were to prevail at trial, they would be required to expend considerable additional
14 time and resources potentially outweighing any additional recovery obtained through successful
15 litigation. There are additional clear risks in the ever-changing case and statutory law in this
16 field. As such, the Settlement is in the best interest of judicial efficiency, as it would eliminate a
17 lengthy and intense class action lawsuit from this court’s calendar.

18 42. I believe that the proposed payment of \$237,585.30 to the LWDA for PAGA
19 penalties (of \$316,780.40 allocated to the PAGA Settlement Amount) is a reasonable PAGA
20 award to be taken from the Gross Settlement Amount. PAGA penalties, while mandatory, are
21 also subject to judicial discretion. PAGA awards can be reduced when they are “unjust, arbitrary
22 and oppressive, or confiscatory” (Lab. Code, § 2699(e)(2)), and it is established that an
23 employer’s ability to pay PAGA penalties is a salient factor in reducing an award. As such, here,
24 it is my opinion that the \$237,585.30 to the LWDA is a fair estimation as to the valuation of the
25 PAGA claim in relation to the class claim.

26 43. Since being retained by the Class Representatives Paola Uribe and Maria Soto,
27 my firm has had numerous discussions with them regarding the progress of this litigation, the
28 merits of the claims and the defenses asserted by Monroe, and this proposed settlement.

1 44. Both Class Representatives have actively participated in the investigation of the
2 issues in this case and the negotiations leading to the settlement of this matter, as set forth in
3 their individual declarations concurrently filed in support of this approval motion. The Class
4 Representatives submitted declarations in Opposition to Monroe's Motion to Compel
5 Arbitration, consulted with their counsel, maintained themselves fully informed, and prepared
6 to litigate in an arbitration proceeding. Plaintiffs' claims are essentially identical with the class.
7 In particular, Plaintiffs' claims are essentially identical to all other class members and their
8 claims are typical of such workers with the same common issues. Further, there is no known
9 conflict between the Class Representatives and those of the other Class Members.

10 45. Based upon our conversations with Plaintiffs and as set forth in their declarations,
11 I know that they believe the Settlement for approximately 1941 non-exempt workers who
12 worked at Monroe is fair and reasonable and should be approved by the Court.

13 46. The Settlement was reached after informed, arm's length negotiations between
14 the parties. The parties conducted extensive investigation and discovery allowing them to assess
15 the strengths and weaknesses of the case. The Settlement is the product of non-collusive
16 negotiations. If the litigation proceeds, Monroe faces significant liability. For its part, Monroe
17 contests liability in this action, is represented by zealous counsel, and is prepared to vigorously
18 defend against these claims if the action is not settled.

19 **FEES, EXPENSES, CLAIMS ADMINISTRATION, AND INCENTIVE AWARDS**

20 47. I have practiced class and representative action litigation on a near exclusive basis
21 for approximately 26 years and am familiar with attorneys' fees, cost, and incentive award issues.
22 I continue to co-counsel numerous cases with large class action firms and therefore interact with
23 them on these issues regularly. I am a member of the California Employment Lawyers Association
24 ("CELA") and remain in regular contact with other California attorneys who practice in the field of
25 wage and hour class actions. Based on my participation in this organization, my past experience,
26 and my personal knowledge of the practices of other California attorneys who file and prosecute
27 wage and hour class actions, a percentage of the recovery contingency fee of the type requested
28 here is common in wage and hour actions, both individual and class. Such a fee is necessary given

1 the expenses and risk of wage and hour litigation.

2 48. One hundred percent of Mallison & Martinez's legal practice involves legal work
3 that is on a contingency fee basis. Despite my firm's strong public interest perspective, we would
4 not have agreed to represent Plaintiffs in this case on a contingency fee basis if we were not
5 confident that we would be awarded a contingency fee of approximately one-third of the potential
6 recovery if we were successful in our efforts. The Class Notice makes clear that Plaintiffs' counsel
7 will be requesting up to one-third of the gross settlement amount. The Court can determine at the
8 final approval stage the exact amount of fees justified in this case.

9 49. My firm has advanced substantial time and resources on behalf of Plaintiff Uribe
10 and Soto. To date, my firm has collectively billed over 242 hours for a total lodestar of \$149,673.
11 Attached hereto as **Exhibit 4** is a lodestar summary of my firm's reasonable hours expended at
12 reasonable rates throughout the duration of litigating this case. My firm has also incurred significant
13 costs in this case, a large portion of which relate to mediation fees, massive discovery costs, and
14 Plaintiffs' other expert discovery and investigative costs. The remaining costs are modest and
15 typical of a case like this and include filing fees, travel expenses, service costs, etc. At the final
16 approval hearing, Plaintiffs' counsel will make a request with regard to specific costs incurred in
17 this matter and the Court can determine the exact amount appropriate for reimbursement. To date,
18 our cost tally is \$2,596.36 The bulk of these costs relate to CourtCall, research fees, and
19 filing/service fees. A true and correct copy of our Cost Report is attached hereto as **Exhibit 5**.

20 50. The proposed maximum request for attorneys' fees and reimbursement of costs and
21 expenses are reasonable in light of the time and expense expended to achieve the substantial benefits
22 and should be approved or can be trimmed to an appropriate level at the final approval hearing. At
23 the final approval hearing, Plaintiffs' counsel will provide justification for the amount requested
24 and the Court will hear objections if any. Class Counsel reached this result for the Class at
25 significant risk to themselves of recovering no fee. Class Counsel was aware that the only way they
26 would be compensated was to achieve a successful result. Yet, Class Counsel did not waiver in
27 pursuing the interests of the Class and invested the time and resources necessary to bring the Action
28 to a successful conclusion.

51. The proposed Settlement Administrator, Phoenix, has agreed administration fees do not exceed \$18,000. In my experience, the Settlement Administrator's estimate is within normal ranges for the size and breadth of this proposed class action settlement. The Settlement Administrator will comply with Section 8.8 of the Settlement Agreement. Ex. 1 to Nordrehaug Decl., Settlement §§ 8.8(f).

EXHIBITS

52. Attached hereto as **Exhibit 1** is a true and correct copy of Plaintiff Uribe's declaration.

53. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff Soto's declaration.

54. Attached hereto as **Exhibit 3** is a true and correct copy of the Association of Counsel and Joint Prosecution Agreement.

55. Attached hereto as **Exhibit 4** is a true and correct copy of Class Counsel's Summary Report, listing the identities, titles, hours billed, and corresponding current Laffey Matrix rate, for each attorney and paraprofessional who worked on this case. To date, Class Counsel has collectively billed over 242 hours for a total lodestar of \$149,673.

56. Attached hereto as **Exhibit 5** is a true and correct copy of Class Counsel's Cost Report.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on December 19, 2024, in Oakland, California.


Stan S. Mallison

EXHIBIT 1

1 STAN S. MALLISON (SBN 184191)
2 StanM@TheMMLawFirm.com
3 HECTOR R. MARTINEZ (SBN 206336)
4 HectorM@TheMMLawFirm.com
5 GONZALO QUEZADA (SBN 333386)
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10 Telephone: (510) 832-9999
11 Facsimile: (510) 832-1101
12 Attorneys for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF VENTURA

12 PAOLA URIBE, individually, MARIA SOTO,
13 individually, and on behalf of others similarly
14 situated,

14 Plaintiffs,

15 vs.

16 MONROE OPERATIONS, LLC, (*dba Newport*
17 *Healthcare, Newport Academy, Newport*
18 *Institute, and Center for Families*)), and DOES
19 ONE through TWENTY inclusive,

19 Defendants.

Case No.: 56-2021-00561341-CU-OE-VTA

**DECLARATION OF PAOLA URIBE IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

*Assigned for all purposes: Hon. Mark S.
Borrell*

Date: May 31, 2024
Time: 8:30 a.m.
Department: 40

1 I, Paola Uribe, declare:

2 1. I am a named plaintiff in the above-entitled class action lawsuit and am familiar with the
3 issues from which it arises. The matters set forth below are within my personal knowledge, and if called
4 to testify about them I could and would do so competently. I submit this declaration in support of
5 Plaintiffs' Unopposed Motion for Preliminary Approval of Class and Representative Action Settlement.

6 2. As a plaintiff in this lawsuit, my actions are in conformance with the duties of a class
7 representative participating diligently on behalf of the class to seek a just and adequate resolution to the
8 class's claims.

9 3. I was employed by Defendants during the class period and suffered damages as a result
10 of the wage and hour violations alleged in the lawsuit. These damages were in the form of underpaid
11 wages, including the failure to pay minimum wages, overtime, rest and meal periods, wage statement
12 violations, failure to indemnify employees for necessary expenditures or losses, and unfair competition.

13 4. I understand my responsibility to serve the best interest of class members. As such, my
14 goal has always been to participate in the supervision and effective prosecution of the lawsuit for the
15 benefit of the class, not just my own benefit, because I had seen my co-workers suffering injustices with
16 regard to their labor rights. And I actively undertook this responsibility at all times.

17 5. In fulfillment of my responsibilities as a named plaintiff, and on behalf of all class
18 members, I have zealously performed my role in pursuit of the substantial and favorable result obtained
19 in this case. To that end, throughout this litigation I have: (a) engaged in numerous periodic conferences
20 with counsel; (b) participated in the litigation and provided input into the case; (c) reviewed and made
21 comments regarding pleadings and motions filed in this action, (d) kept fully informed regarding the
22 status of the case; and (g) provided significant input respecting litigation and settlement strategy.

23 6. I have extensively discussed this case with my co-plaintiff and evaluated plaintiffs'
24 claims and defendants' defenses, and have been an active participant from the initial investigation up
25 and through the final settlement.

26 7. In particular, I began my participation in the lawsuit after discussions with my co-Plaintiff
27 Maria Soto. At this time, She and I, over countless meetings and hours, discussed the prospects of
28 bringing this action. It was only after spending approximately 4 hours discussing the possibility of this

1 case, that we decided to request advise from our counsel.

2 8. Prior to the official filing of this case, I assisted my attorneys conducting investigation by
3 first gathering all my employment documents, doing an extensive interview with my counsel, and
4 searching for and talking to other witnesses. I met with my attorneys by telephone and in-person
5 numerous times before filing the lawsuit to discuss my claims, as well as the policy and practice of
6 Defendant regarding the wage and hour issues of which my co-plaintiff and I complained. After
7 discussing this matter with our counsel on numerous occasions - via numerous telephonic conferences
8 and in-person meetings - we decided to bring this case. I estimate I spent approximately 17.5 hours
9 during this process.

10 9. After having numerous discussions, and after significant deliberations and investigation,
11 our attorneys prepared the initial pleadings and filed the lawsuit. I reviewed the initial pleadings and
12 provided comments and changes to my attorneys. Throughout the rest of the litigation, I also reviewed
13 and commented on pleadings and motions filed. I estimate I spent approximately 17.5 hours during this
14 process.

15 10. After the filing of this case, I frequently checked in with Hector Martinez, Gonzalo
16 Quezada, and Daniel Arjona to discuss the case and provided my thoughts on how to proceed. I also
17 continued to frequently meet with them in-person to discuss litigation and settlement strategy.
18 Throughout the litigation, I religiously kept abreast of the process by checking in with my attorneys at
19 times weekly and sometimes on a monthly basis. I estimate I spent approximately 29.5 hours during this
20 process.

21 11. I also kept in contact with and spoke with class members, providing them updates in the
22 case. Many of them have called me to find out how the case is going. In total, I have spent approximately
23 68.5 hours working on this case throughout litigation of this case.

24 12. I have been an active participant from the initial investigation up and through the final
25 settlement. The attorneys at Mallison & Martinez have spent many hours over the course of this litigation
26 keeping me up to speed on the case and helping me with my responsibilities as class representative.

27 13. I believe that the proposed settlement is fair, and I support it and believe it ought to be
28 approved. I discussed the settlement in detail with my attorney.

14. I understand that the settlement agreement proposes that I receive an incentive payment of up to \$15,000 for my work as a Class Representative. I believe that \$15,000 is a fair enhancement payment given the risks I took in bringing this action, the time I spent assisting my attorneys, participating in discovery, and spreading the word among class members, and the stress I endured. I believe that my work as a Class Representative has caused there to be a common fund that will benefit other class members and that it is fair for me to receive an enhancement payment from that common fund.

15. In particular, I was fully informed of the risks I faced and continue to face from attaching my name to this class action lawsuit. I was concerned about future employers learning of my involvement and, even though they are not supposed to retaliate against me, the reality is that I risked being branded as a troublemaker. The stigma of being a class action plaintiff follows me to this day: any employer could easily discover my involvement in this case through simple internet research. I considered this potential damage to my reputation, yet I did not let it dissuade me from stepping forward to demand fair pay and labor rights for myself and my fellow workers.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 7th day of May 2024 in Ventura, California.

Paola Uribe

1 **SPANISH TRANSLATION**

2 Yo, Paola Uribe, declarando:

3 1. Soy una demandante nombrada en la demanda colectiva titulada anteriormente y estoy
4 familiarizada con los problemas de los que surge. Los asuntos que se exponen a continuación están
5 dentro de mi conocimiento personal, y si me llamaran a testificar sobre ellos, podría hacerlo y lo haría
6 de manera competente. Presento esta declaración en apoyo de la Moción sin oposición de los
7 Demandantes para la Aprobación Preliminar del Acuerdo de Acción Colectiva y Representativa.

8 2. Como demandante en esta demanda, mis acciones están en conformidad con los deberes
9 de un representante de la clase que participa diligentemente en nombre de la clase para buscar una
10 resolución justa y adecuada a las reclamaciones de la clase.

11 3. Fui empleada de los demandados durante el período de la demanda colectiva y sufrí daños
12 como resultado de las violaciones de salarios y horas alegadas en la demanda. Estos daños fueron en
13 forma de salarios mal pagados, incluyendo la falta de pago de salarios mínimos, horas extras, períodos
14 de descanso y comida, violaciones de la declaración de salarios, falta de indemnización de los empleados
15 por gastos o pérdidas necesarios y competencia desleal.

16 4. Entiendo mi responsabilidad de servir a los mejores intereses de los miembros de la clase.
17 Como tal, mi objetivo siempre ha sido participar en la supervisión y el enjuiciamiento efectivo de la
18 demanda en beneficio de la clase, no solo en mi propio beneficio, porque había visto a mis compañeros
19 de trabajo sufrir injusticias con respecto a sus derechos laborales. Y asumí activamente esta
20 responsabilidad en todo momento.

21 5. En cumplimiento de mis responsabilidades como demandante nombrado, y en nombre de
22 todos los miembros de la clase, he desempeñado celosamente mi papel en la búsqueda del resultado
23 sustancial y favorable obtenido en este caso. Con ese fin, a lo largo de este litigio: (a) he participado en
24 numerosas conferencias periódicas con abogados; (b) participado en el litigio y aportado información al
25 caso; (c) revisado y comentado a los alegatos y las mociones presentadas en esta acción, (d) me he
26 mantenida plenamente informada sobre el estado del caso; y (g) proporcionado información significativa
27 con respecto a la estrategia de litigio y conciliación.

28 6. He discutido extensamente este caso con mi co-demandante y evaluado los reclamos de los

1 demandantes y las defensas de los demandados, y he sido un participante activo desde la investigación
2 inicial hasta el acuerdo final.

3 7. En particular, comencé mi participación en la demanda después de discusiones con mi co-
4 demandante María Soto. En ese momento, ella y yo, a lo largo de innumerables reuniones y horas,
5 discutimos las posibilidades de presentar esta acción. Fue solo después de pasar aproximadamente 4
6 horas discutiendo la posibilidad de este caso, que decidimos solicitar asesoramiento a nuestro abogado.

7 8. Antes de la presentación oficial de este caso, ayudé a mis abogados a realizar la investigación
8 reuniendo primero todos mis documentos de empleo, haciendo una entrevista extensa con mi abogado y
9 buscando y hablando con otros testigos. Me reuní con mis abogados por teléfono y en persona varias
10 veces antes de presentar la demanda para discutir mis reclamos, así como la política y la práctica del
11 demandado con respecto a los problemas de salarios y horas de los que mi co-demandante y yo nos
12 quejamos. Después de discutir este asunto con nuestro abogado en numerosas ocasiones, a través de
13 numerosas conferencias telefónicas y reuniones en persona, decidimos presentar este caso. Calculo que
14 pasé aproximadamente 17.5 horas durante este proceso.

15 9. Después de tener numerosas discusiones, y después de importantes deliberaciones e
16 investigaciones, nuestros abogados prepararon los alegatos iniciales y presentaron la demanda. Revisé
17 los alegatos iniciales y proporcioné comentarios y cambios a mis abogados. A lo largo del resto del
18 litigio, también revisé y com los alegatos y las mociones presentadas. Calculo que pasé aproximadamente
19 17.5 horas durante este proceso.

20 10. Después de la presentación de este caso, me reuní con frecuencia con Héctor Martínez, Gonzalo
21 Quezada y Daniel Arjona para discutir el caso y proporcionar mis pensamientos sobre cómo proceder.
22 También seguí reuniéndome con frecuencia con ellos en persona para discutir la estrategia de litigios y
23 acuerdos. A lo largo del litigio, me mantuve religiosamente al tanto del proceso al consultar con mis
24 abogados a veces semanalmente y, a veces, mensualmente. Calculo que pasé aproximadamente 29.5
25 horas durante este proceso.

26 11. También me mantuve en contacto y hablé con los miembros de la clase, proporcionándoles
27 actualizaciones sobre el caso. Muchos de ellos me han llamado para saber cómo va el caso. En total, he
28 pasado aproximadamente 68.5 horas trabajando en este caso a lo largo del litigio de este caso.

1 12. He sido un participante activo desde la investigación inicial hasta el acuerdo final. Los
2 abogados de Mallison & Martinez han pasado muchas horas en el transcurso de este litigio
3 manteniéndome al tanto del caso y ayudándome con mis responsabilidades como representante de la
4 clase.

5 13. Creo que el acuerdo propuesto es justo, y lo apoyo y creo que debe ser aprobado. Discutí
6 el acuerdo en detalle con mi abogado.

7 14. Entiendo que el acuerdo de conciliación propone que reciba un pago de incentivo de hasta
8 \$15,000 por mi trabajo como Representante de la Clase. Creo que \$15,000 es un pago de incentivo justo
9 dados los riesgos que asumí al presentar esta acción, el tiempo que pasé ayudando a mis abogados,
10 participando en el caso y corriendo la voz entre los miembros de la clase, y el estrés que soporté. Creo
11 que mi trabajo como Representante de la Clase ha hecho que haya un fondo común que beneficiará a
12 otros miembros de la clase y que es justo para mí recibir un pago de incentivo de ese fondo común.

13 15. En particular, fui plenamente informado de los riesgos a los que me enfrentaba y a los
14 que me sigo enfrentando al vincular mi nombre a esta demanda colectiva. Me preocupaba que futuros
15 empleadores se enteraran de mi participación y, aunque se supone que no deben tomar represalias contra
16 mí, la realidad es que corría el riesgo de ser tachado de alborotador. El estigma de ser una demandante
17 de demanda colectiva me persigue hasta el día de hoy: cualquier empleador podría descubrir fácilmente
18 mi participación en este caso a través de una simple búsqueda en Internet. Consideré que esto podía
19 dañar mi reputación, pero no dejé que me disuadiera de dar un paso adelante para exigir un salario justo
20 y derechos laborales para mí y mis compañeros de trabajo.

21 Declaro bajo pena de perjurio bajo las leyes del Estado de California que lo anterior es verdadero
22 y correcto. Ejecutado el día 7 de mayo de 2024 en Ventura, California.

23
24 Paola Uribe
25 Paola Uribe

EXHIBIT 2

1 STAN S. MALLISON (SBN 184191)
2 StanM@TheMMLawFirm.com
3 HECTOR R. MARTINEZ (SBN 206336)
4 HectorM@TheMMLawFirm.com
5 GONZALO QUEZADA (SBN 333386)
6 GQuezada@TheMMLawFirm.com
7 MALLISON & MARTINEZ
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9 Oakland, California 94612-3547
10 Telephone: (510) 832-9999
11 Facsimile: (510) 832-1101
12 Attorneys for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF VENTURA

12 PAOLA URIBE, individually, MARIA SOTO,
13 individually, and on behalf of others similarly
14 situated,

14 Plaintiffs,

15 vs.

16 MONROE OPERATIONS, LLC, (*dba Newport*
17 *Healthcare, Newport Academy, Newport*
18 *Institute, and Center for Families*)), and DOES
19 ONE through TWENTY inclusive,

19 Defendants.

Case No.: 56-2021-00561341-CU-OE-VTA

**DECLARATION OF MARIA SOTO IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

*Assigned for all purposes: Hon. Mark S.
Borrell*

Date: May 31, 2024
Time: 8:30 a.m.
Department: 40

1 I, Maria Soto, declare:

2 1. I am a named plaintiff in the above-entitled class action lawsuit and am familiar with the
3 issues from which it arises. The matters set forth below are within my personal knowledge, and if called
4 to testify about them I could and would do so competently. I submit this declaration in support of
5 Plaintiffs' Unopposed Motion for Preliminary Approval of Class and Representative Action Settlement.

6 2. As a plaintiff in this lawsuit, my actions are in conformance with the duties of a class
7 representative participating diligently on behalf of the class to seek a just and adequate resolution to the
8 class's claims.

9 3. I was employed by Defendants during the class period and suffered damages as a result
10 of the wage and hour violations alleged in the lawsuit. These damages were in the form of underpaid
11 wages, including the failure to pay minimum wages, overtime, rest and meal periods, wage statement
12 violations, failure to indemnify employees for necessary expenditures or losses, and unfair competition.

13 4. I understand my responsibility to serve the best interest of class members. As such, my
14 goal has always been to participate in the supervision and effective prosecution of the lawsuit for the
15 benefit of the class, not just my own benefit, because I had seen my co-workers suffering injustices with
16 regard to their labor rights. And I actively undertook this responsibility at all times.

17 5. In fulfillment of my responsibilities as a named plaintiff, and on behalf of all class
18 members, I have zealously performed my role in pursuit of the substantial and favorable result obtained
19 in this case. To that end, throughout this litigation I have: (a) engaged in numerous periodic conferences
20 with counsel; (b) participated in the litigation and provided input into the case; (c) reviewed and made
21 comments regarding pleadings and motions filed in this action, (d) kept fully informed regarding the
22 status of the case; and (g) provided significant input respecting litigation and settlement strategy.

23 6. I have extensively discussed this case with my co-plaintiff and evaluated plaintiffs'
24 claims and defendants' defenses, and have been an active participant from the initial investigation up
25 and through the final settlement.

26 7. In particular, I began my participation in the lawsuit after discussions with my co-Plaintiff
27 Paola Uribe. At this time, She and I, over countless meetings and hours, discussed the prospects of
28 bringing this action. It was only after spending approximately 5 hours discussing the possibility of this

1 case, that we decided to request advise from our counsel.

2 8. Prior to the official filing of this case, I assisted my attorneys conducting investigation by
3 first gathering all my employment documents, doing an extensive interview with my counsel, and
4 searching for and talking to other witnesses. I met with my attorneys by telephone numerous times before
5 filing the lawsuit to discuss my claims, as well as the policy and practice of Defendant regarding the
6 wage and hour issues of which my co-plaintiff and I complained. After discussing this matter with our
7 counsel on numerous occasions - via numerous telephonic conferences - we decided to bring this case. I
8 estimate I spent approximately 12.5 hours during this process.

9 9. After having numerous discussions, and after significant deliberations and investigation,
10 our attorneys prepared the initial pleadings and filed the lawsuit. I reviewed the initial pleadings and
11 provided comments and changes to my attorneys. Throughout the rest of the litigation, I also reviewed
12 and commented on pleadings and motions filed. I estimate I spent approximately 12.5 hours during this
13 process.

14 10. After the filing of this case, I frequently checked in with Hector Martinez, Gonzalo
15 Quezada, and Daniel Arjona to discuss the case and provided my thoughts on how to proceed. I also
16 continued to frequently meet with them by telephone to discuss litigation and settlement strategy.
17 Throughout the litigation, I religiously kept abreast of the process by checking in with my attorneys at
18 times weekly and sometimes on a monthly basis. I estimate I spent approximately 20 hours during this
19 process.

20 11. I also kept in contact with and spoke with class members, providing them updates in the
21 case. Many of them have called me to find out how the case is going. In total, I have spent approximately
22 50 hours working on this case throughout litigation of this case.

23 12. I have been an active participant from the initial investigation up and through the final
24 settlement. The attorneys at Mallison & Martinez have spent many hours over the course of this litigation
25 keeping me up to speed on the case and helping me with my responsibilities as class representative.

26 13. I believe that the proposed settlement is fair, and I support it and believe it ought to be
27 approved. I discussed the settlement in detail with my attorney.

28 14. I understand that the settlement agreement proposes that I receive an incentive payment

1 of up to \$15,000 for my work as a Class Representative. I believe that \$15,000 is a fair enhancement
2 payment given the risks I took in bringing this action, the time I spent assisting my attorneys,
3 participating in the case, and spreading the word among class members, and the stress I endured. I believe
4 that my work as a Class Representative has caused there to be a common fund that will benefit other
5 class members and that it is fair for me to receive an enhancement payment from that common fund.

6 15. In particular, I was fully informed of the risks I faced and continue to face from attaching
7 my name to this class action lawsuit. I was concerned about future employers learning of my involvement
8 and, even though they are not supposed to retaliate against me, the reality is that I risked being branded
9 as a troublemaker. The stigma of being a class action plaintiff follows me to this day: any employer
10 could easily discover my involvement in this case through simple internet research. I considered this
11 potential damage to my reputation, yet I did not let it dissuade me from stepping forward to demand fair
12 pay and labor rights for myself and my fellow workers.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed on this 7th day of May 2024 in Camarillo, California.

15 
16 ID by1nTUqF7jhP1necyGTmyW65

17 Maria Soto
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1 **SPANISH TRANSLATION**

2 Yo, Maria Soto, declarando:

3 1. Soy una demandante nombrada en la demanda colectiva titulada anteriormente y estoy
4 familiarizada con los problemas de los que surge. Los asuntos que se exponen a continuación están
5 dentro de mi conocimiento personal, y si me llamaran a testificar sobre ellos, podría hacerlo y lo haría
6 de manera competente. Presento esta declaración en apoyo de la Moción sin oposición de los
7 Demandantes para la Aprobación Preliminar del Acuerdo de Acción Colectiva y Representativa.

8 2. Como demandante en esta demanda, mis acciones están en conformidad con los deberes
9 de un representante de la clase que participa diligentemente en nombre de la clase para buscar una
10 resolución justa y adecuada a las reclamaciones de la clase.

11 3. Fui empleada de los demandados durante el período de la demanda colectiva y sufrí daños
12 como resultado de las violaciones de salarios y horas alegadas en la demanda. Estos daños fueron en
13 forma de salarios mal pagados, incluyendo la falta de pago de salarios mínimos, horas extras, períodos
14 de descanso y comida, violaciones de la declaración de salarios, falta de indemnización de los empleados
15 por gastos o pérdidas necesarios y competencia desleal.

16 4. Entiendo mi responsabilidad de servir a los mejores intereses de los miembros de la clase.
17 Como tal, mi objetivo siempre ha sido participar en la supervisión y el enjuiciamiento efectivo de la
18 demanda en beneficio de la clase, no solo en mi propio beneficio, porque había visto a mis compañeros
19 de trabajo sufrir injusticias con respecto a sus derechos laborales. Y asumí activamente esta
20 responsabilidad en todo momento.

21 5. En cumplimiento de mis responsabilidades como demandante nombrada, y en nombre de
22 todos los miembros de la clase, he desempeñado celosamente mi papel en la búsqueda del resultado
23 sustancial y favorable obtenido en este caso. Con ese fin, a lo largo de este litigio: (a) he participado en
24 numerosas conferencias periódicas con abogados; (b) he participado en el litigio y aporté información al
25 caso; (c) he revisado y comentado en los alegatos y las mociones presentadas en esta acción, (d) me he
26 mantenido plenamente informada sobre el estado del caso; y (g) he proporcionado información
27 significativa con respecto a la estrategia de litigio y conciliación.

28 6. He discutido extensamente este caso con mi co-demandante y evaluado los reclamos de los

1 demandantes y las defensas de los demandados, y he sido un participante activo desde la investigación
2 inicial hasta el acuerdo final.

3 7. En particular, comencé mi participación en la demanda después de discusiones con mi co-
4 demandante Paola Uribe. En ese momento, ella y yo, a lo largo de innumerables reuniones y horas,
5 discutimos las posibilidades de presentar esta acción. Fue solo después de pasar aproximadamente 5
6 horas discutiendo la posibilidad de este caso, que decidimos solicitar asesoramiento a nuestro abogado.

7 8. Antes de la presentación oficial de este caso, ayudé a mis abogados a realizar la investigación
8 reuniendo primero todos mis documentos de empleo, haciendo una entrevista extensa con mi abogado y
9 buscando y hablando con otros testigos. Me reuní con mis abogados por teléfono varias veces antes de
10 presentar la demanda para discutir mis reclamos, así como la política y la práctica del demandado con
11 respecto a los problemas de salarios y horas de los que mi co-demandante y yo nos quejamos. Después
12 de discutir este asunto con nuestro abogado en numerosas ocasiones, a través de numerosas conferencias
13 telefónicas y reuniones en persona, decidimos presentar este caso. Calculo que pasé aproximadamente
14 12.5 horas durante este proceso.

15 9. Después de tener numerosas discusiones, y después de importantes deliberaciones e
16 investigaciones, nuestros abogados prepararon los alegatos iniciales y presentaron la demanda. Revisé
17 los alegatos iniciales y proporcioné comentarios y cambios a mis abogados. A lo largo del resto del
18 litigio, también revisé y comenté a los alegatos y las mociones presentadas. Calculo que pasé
19 aproximadamente 12.5 horas durante este proceso.

20 10. Después de la presentación de este caso, me reuní con frecuencia con Héctor Martínez, Gonzalo
21 Quezada y Daniel Arjona para discutir el caso y proporcionar mis pensamientos sobre cómo proceder.
22 También seguí reuniéndome con frecuencia con ellos por teléfono para discutir la estrategia de litigios
23 y acuerdos. A lo largo del litigio, me mantuve religiosamente al tanto del proceso al consultar con mis
24 abogados a veces semanalmente y, a veces, mensualmente. Calculo que pasé aproximadamente 20 horas
25 durante este proceso.

26 11. En total, he pasado aproximadamente 50 horas trabajando en este caso a lo largo del
27 litigio de este caso.

28 12. He sido un participante activo desde la investigación inicial hasta el acuerdo final. Los

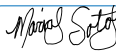
1 abogados de Mallison & Martinez han pasado muchas horas en el transcurso de este litigio
2 manteniéndome al tanto del caso y ayudándome con mis responsabilidades como representante de la
3 clase.

4 13. Creo que el acuerdo propuesto es justo, y lo apoyo y creo que debe ser aprobado. Discutí
5 el acuerdo en detalle con mi abogado.

6 14. Entiendo que el acuerdo de conciliación propone que reciba un pago de incentivo de hasta
7 \$15,000 por mi trabajo como Representante de la Clase. Creo que \$15,000 es un pago de incentivo justo
8 dados los riesgos que asumí al presentar esta acción, el tiempo que pasé ayudando a mis abogados,
9 participando en el caso y corriendo la voz entre los miembros de la clase, y el estrés que soporté. Creo
10 que mi trabajo como Representante de la Clase ha hecho que haya un fondo común que beneficiará a
11 otros miembros de la clase y que es justo para mí recibir un pago de incentivo de ese fondo común.

12 15. En particular, fui plenamente informado de los riesgos a los que me enfrentaba y a los
13 que me sigo enfrentando al vincular mi nombre a esta demanda colectiva. Me preocupaba que futuros
14 empleadores se enteraran de mi participación y, aunque se supone que no deben tomar represalias contra
15 mí, la realidad es que corría el riesgo de ser tachado de alborotador. El estigma de ser una demandante
16 de demanda colectiva me persigue hasta el día de hoy: cualquier empleador podría descubrir fácilmente
17 mi participación en este caso a través de una simple búsqueda en Internet. Consideré que esto podía
18 dañar mi reputación, pero no dejé que me disuadiera de dar un paso adelante para exigir un salario justo
19 y derechos laborales para mí y mis compañeros de trabajo.

20 Declaro bajo pena de perjurio bajo las leyes del Estado de California que lo anterior es verdadero
21 y correcto. Ejecutado el día 7 de mayo de 2024 en Camarillo, California.

22 
ID by1nTUqF7jhP1necyGTmyW65

23 Maria Soto

EXHIBIT 3

**AMENDED FEE SHARING AGREEMENT – RULE 1.5.1 – FEE
DIVISIONS AMONG LAWYERS**

Rule 1.5.1 of the State Bar of California's Rules of Professional Conduct governs fee divisions among lawyers. Rule 1.5.1 specifically states the following:

(a) Lawyers who are not in the same law firm* shall not divide a fee for legal services unless:

1. The lawyers enter into a written* agreement to divide the fee;
2. The client has consented in writing*, either at the time the lawyers enter into the agreement to divide the fee or as soon thereafter as reasonably* practicable, after a full written* disclosure to the client of: (i) the fact that a division of fees will be made; (ii) the identity of the lawyers or law firms* that are parties to the division; and (iii) the terms of the division; and
3. The total fee charged by all lawyers is not increased solely by reason of the agreement to divide fees.

(b) This rule does not apply to a division of fees pursuant to court order.

Comment: The writing* requirements of paragraphs (a)(1) and (a)(2) may be satisfied by one or more writings*.

The Parties and their Counsel previously entered into a Joint Prosecution Agreement which contains a fee sharing provision, attached hereto as **Exhibit A**. The Parties and their Counsel agree that the fee sharing agreement contained therein shall be modified such that the attorneys' fees paid to Gaines & Gaines, APLC will now be paid 20% to Law Offices of Alex P. Katofsky, APC and 80% to Gaines & Gaines, APLC.

As before, total legal fees charged will not be increased solely by reason of the division of legal fees and is not unconscionable as that term is defined in Rule 1.5.1. By signing below, you acknowledge that you have been fully advised of the division of legal fees and the terms of the division. You have been advised that you have the right to seek independent counsel to advise you prior to signing this acknowledgement, and you have done so or have knowingly waived your right to do so.

12 / 12 / 2024

DATE

KH

KAREN HART

DATE

WILSON CHUNG

DATE

LISA BURTON

12/19/2024

DATE

Paola U

ID jmkfyJ4JQctXLZcx4ZxZTwt

PAOLA URIBE

12/19/2024

DATE

Maria Soto

ID pykezRNo6pz7weNXbCLHestj

MARIA SOTO

12 / 12 / 2024

DATE

Daniel F. Gaines

DANIEL F. GAINES, ESQ.
GAINES & GAINES APLC

12 / 12 / 2024

DATE

Alex Katofsky

ALEX P. KATOFSKY, ESQ.
LAW OFFICES OF ALEX P. KATOFSKY, APC

12/18/24

DATE

Stan S. Mallison

STAN S. MALLISON, ESQ.
MALLISON & MARTINEZ

DATE

AJ BHOWMIK, ESQ.
BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

A photocopy, electronic copy (i.e. DocuSign), or facsimile copy of this original is to be treated as an original.

EXHIBIT A

ASSOCIATION OF COUNSEL AND JOINT PROSECUTION AGREEMENT

The undersigned parties and attorneys hereby agree that BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP ("BNBD"), effective on the date below, is associated with GAINES & GAINES, APLC ("GAINES") and MALLISON & MARTINEZ (M&M), as counsel for the Plaintiffs for Labor Code and other violations against Monroe Operations, LLC, and related entities, currently pending in *Karen Hart v. Monroe Operations, LLC*; *Wilson Chung and Lisa Burton v. Monroe Operations, LLC*; and, *Paola Uribe and Maria Soto v. Monroe Operations, LLC* (the "Actions").

Collectively, BNBD, GAINES and M&M are referred herein as "Law Firms." The Law Firms will jointly prosecute the Actions, with the understanding that BNBD, GAINES and M&M will be co-counsel. Clients consent to this association of counsel and the fee and cost sharing agreement between the Law Firms will be that the total attorneys' fees and costs awarded or obtained shall be allocated as follows: 40% of the attorneys' fees to BNBD, 40% of the attorneys' fees to GAINES, and 20% of the attorneys' fees to M&M and all litigation costs will be reimbursed to the Law Firm that incurred those costs. Law Firms will maintain their own insurance and do not accept liability for each other's actions.

This consent by Clients will in no way affect the fee agreements between Clients and their counsel except as to the allocation of fees and costs between the Law Firms as set forth herein. Specifically, this agreement shall not increase the amount due from Clients for fees and costs. The Law Firms further agree that any fee payments made to other plaintiffs' counsel in any related actions as a result of the resolution of the Actions will be subtracted from the Law Firms' respective fees on a pro rata basis based upon the above referenced fee split. Both Law Firms must agree on the amount of fees, if any, to be paid to other plaintiffs' counsel in any related actions, subject to the approval of the Clients.

Accepted and agreed to as of this 16th day of August, 2023.

Clients:

Karen Hart

By: 
Client signature

Wilson Chung

By: _____
Client signature

Lisa Burton

By: _____
Client signature

Paola Uribe

By: _____
Client signature

Maria Soto

By: _____
Client signature

Attorneys:

Gaines & Gaines, APLC

By: 
Daniel F. Gaines

**BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP**

By: _____
AJ Bhowmik

Mallison & Martinez

By: 
Stan S. Mallison

ASSOCIATION OF COUNSEL AND JOINT PROSECUTION AGREEMENT

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Accepted and agreed to as of this 16th day of August, 2023.

Clients:

Karen Hart

By: _____
Client signature

Wilson Chung

By: 
Wilson Ray Chung (Aug 17, 2023 13:53 GMT+8)
Client signature

Lisa Burton

By: 
Lisa Burton (Aug 16, 2023 16:23 PDT)
Client signature

Paola Uribe

By: _____
Client signature

Maria Soto

By: _____
Client signature

Attorneys:

Gaines & Gaines, APLC

By: _____
Daniel F. Gaines

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: 
AJ Bhowmik

Mallison & Martinez

By: 
Stan S. Mallison

eSignature Details

Signer ID: pykezRNo6pz7weNXbCLHestj
Signed by: Maria Soto
Sent to email: sotomaria2012@yahoo.com
IP Address: 47.157.178.235
Signed at: Dec 19 2024, 9:24 am PST

Signer ID: jmkfyJ4JQctXLZcx4ZxZTtw
Signed by: Paola Uribe
Sent to email: mariposauribe1125@hotmail.com
IP Address: 76.95.55.165
Signed at: Dec 19 2024, 12:33 pm PST

EXHIBIT 4

User	Role	Billable Hours	Laffey Rate	Lodestar
Hector Martinez	Partner	46	\$1,057	\$48,622
Stan Mallison	Partner	18.7	\$1,057	\$19,766
Lilianna Romero	Associate	5.6	\$777	\$4,351
Gonzalo Quezada	Associate	109.1	\$538	\$58,696
Heather Hamilton	Associate	7.3	\$538	\$3,927
Cody Bolce	Associate	3.1	\$538	\$1,668
Edith Romo	Paralegal	15.8	\$239	\$3,776
Daniel Arjona	Paralegal	11	\$239	\$2,629
Logan Bowie	Paralegal	10.5	\$239	\$2,510
Paulina Maldonado	Paralegal	6.5	\$239	\$1,554
Jaqueline Rodriguez	Paralegal	6.2	\$239	\$1,482
Cesar Juarez	Paralegal	1.9	\$239	\$454
Melissa Metz	Paralegal	1	\$239	\$239
		242.7		\$149,673

EXHIBIT 5

Date	Cost Name	Invoice/Payment No.	Total Cost
Wednesday, December 22, 2021	Ventura eCourt - Complaint, Complex Case Fees	Quickbooks	\$ 1,436.75
Wednesday, June 15, 2022	Ventura eCourt- Document Download Fee	Transaction ID: 43460243306	\$ 10.50
Friday, September 30, 2022	Venrura eCourt: Notice of Remote Appearance Filing Fee	Quickbooks	\$ 6.75
Monday, October 10, 2022	Case Management Conference Statement Filing Fee	Quickbooks	\$ 6.75
Monday, October 17, 2022	Rezac Meyer Attorney Service- Opposition to Motion; Uribe & Soto Declaration Court Rush Fees	Invoice No. VN149406	\$ 100.00
Friday, November 4, 2022	Case Management Conference Statement Filing Fee	Quickbooks	\$ 6.75
Tuesday, November 15, 2022	Ventura eCourt: Motion for Reconsideration Filing Fee	Quickbooks	\$ 68.40
Wednesday, December 7, 2022	Ventura eCourt: Reply in support of Motion for Reconsideration Filing Fee	Quickbooks	\$ 6.75
Monday, April 24, 2023	Case Management Conference Statement Filing Fee	Quickbooks	\$ 6.75
Wednesday, October 25, 2023	Case Management Conference Statement Filing Fee	Quickbooks	\$ 6.75
Monday, January 29, 2024	Case Management Conference Statement Filing Fee	Quickbooks	\$ 6.75
Wednesday, April 24, 2024	Case Management Conference Statement Filing Fee	Quickbooks	\$ 6.75
Thursday, May 30, 2024	Courtcall- Motion Hearing Fee- 5/31/24	Courtcall ID: 11830253	\$ 94.00
10/17/2021 to 9/4/2022	Ventura eCourt Filing Fees	Quickbooks	\$ 119.01
10/5/2022 to 1/16/2024	Westlaw Research Fees	n/a	\$ 713.70
			<u>\$ 2,596.36</u>