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Attorneys for Plaintiff
KAYLE HARDMAN
on behalf of herself and all others similarly situated

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

KAYLE HARDMAN, an individual on
behalf of herself and others similarly situated,

Plaintiff,

vs.

OJAI VALLEY ASSISTED LIVING LLC
dba THE ARTESIAN OF OJAI, a California
Limited Liability Company; MICHAEL
WEYRICK, an individual; MIKE ONEILL,
an individual; AMBER WINTERSTEIN, an
individual; W&J INVESTMENTS, LLC, a
California Limited Liability Company; W&J
MANAGEMENT GROUP, LLC, a
California Limited Liability Company; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: 56-2022-00568891-CU-OE-VTA

Assigned for all purposes to Dept. 40

Hon. Mark S. Borrell

CLASS ACTION

**DECLARATION OF KAYLE HARDMAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT, FOR ATTORNEYS' FEES
AND COSTS AND ADMINISTRATIVE
FEES**

Date: November 25, 2025

Time: 8:30 a.m.

Dept: 40

Complaint Filed: August 5, 2022

TAC Filed April 8, 2025

Trial Date: None Set

DECLARATION OF KAYLE HARDMAN

I, Kayle Hardman, declare:

1. I am over the age of eighteen and am the named Plaintiff in Kayle Hardman v. Ojai Valley Assisted Living LLC dba The Artesian of Ojai, et al.; Ventura County Superior Court Case No.: 56-2022-00568891-CU-OE-VTA. The foregoing is based upon my personal knowledge and, if called as a witness, I could and would competently testify thereto.

2. I submit this declaration in support of Plaintiff's Motion for Approval of Private Attorneys General Act Settlement.

3. I am a former employee of Defendants. I was hired as a Lead Guide in July 2020, and was subsequently moved into the position of Medication Tech. My job duties included passing out medication, assisting with wound care and cleaning, administering eye drops, and general patient observation. I was terminated by Defendants on or about May 27, 2022. Defendant The Artesian operates a senior living facility that offers assisted living and memory care for seniors in Ventura County California.

4. During the course of my employment, I believe that Defendant The Artesian was significantly understaffed and I was frequently the only Medication Tech on site. I was required to engage in additional job duties such as assisting patients with everyday needs, medical care, and emergencies (in the event of a fall or injury).

5. Before undertaking to act as the named representative plaintiff in this case, I spoke at length with my attorneys, and relayed to them the alleged illegal wage and hour policies and practices of Defendants. I also informed my attorneys of the nature of Defendants' pay policies, Defendants' failure to provide meal periods and to authorize and permit duty free rest periods, failure to provide proper wage statements, and failure to reimburse for business expenses.

6. In August 2022, my attorneys filed my initial lawsuit against Defendants. Throughout this litigation, the parties have engaged in substantial written discovery, including numerous sets of requests for production of documents and interrogatories. I spent several hours working with my attorneys in responding to interrogatories and requests for production of documents propounded by Defendants. I also was deposed by Defendants' attorneys in December 2023.

1 7. In May 2023, the parties agreed to attend a Mediation in an attempt to globally
2 resolve the case. I spoke with my attorneys in advance of the Mediation, and remained on call
3 during the Mediation to answer any potential questions. The mediation was unsuccessful and the
4 parties continued to vigorously litigate the case.

5 8. In January 2025, the parties attempted to mediate the case again. It was
6 unsuccessful at that time, but the parties continued discussing settlement while also litigating the
7 case.

8 9. I spoke to my attorneys on numerous occasions about Defendants' claims of
9 financial distress, including their review of substantial documents received from Defendants
10 about their financial condition. I understand Defendants produced thousands of pages of
11 financial statements, bank records, loan documents, credit card statements, and corporate records
12 to support their assertion that they could not fund a substantial judgment or settlement.

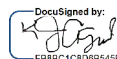
13 10. I fully support the instant settlement and believe that \$250,000 is an excellent
14 result given the nature of the claims, the financial instability of Defendants, and the fact that
15 many of the putative aggrieved employees signed release agreements and/or arbitration
16 agreements.

17 11. Notwithstanding my considerable work performed in this case, I am not seeking
18 an incentive fee in connection with the PAGA settlement itself. Instead, I will be receiving the
19 same pro rata share of penalties as all other current and former employees will receive in
20 connection with the settlement.

21 12. Separate and apart from the PAGA settlement, I negotiated a confidential
22 settlement and release of my underlying wage and hour and all other potential employment
23 claims, which are not part of the release in the PAGA settlement. I am releasing all other known
24 and unknown claims, including any claims arising from my separation from Defendants.

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

27 Executed on 10/24/2025, at Ojai, California.

28  Docusign by:
FB8BC1CB08545F

Kayle Hardman

PROOF OF SERVICE