

1 **JAMES HAWKINS APLC**

2 James R. Hawkins (SBN 192925)
3 Christina M. Lucio (SBN 253677)
4 Mitchell J. Murray (SBN 285691)
5 Nicholas W. Schieffelin (SBN 302329)
6 9880 Research Drive, Suite 200
7 Irvine, CA 92618
8 Tel.: (949) 387-7200
9 Fax: (949) 387-6676
10 Email: James@jameshawkinsaplc.com
11 Email: christina@jameshawkinsaplc.com
12 Email: mitchell@jameshawkinsaplc.com
13 Email: nick@jameshawkinsaplc.com

14 Attorneys for Plaintiffs SHASITY RAY HERRERA,
15 ROBERTA JULIE ZARAGOZA,
16 and MARK PRADO, on behalf of themselves
17 and all others similarly situated, and on behalf of other
18 aggrieved employees pursuant to the California
19 Private Attorneys General Act

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21 **FOR THE COUNTY OF ORANGE**

22 SHASITY RAY HERRERA, ROBERTA
23 JULIE ZARAGOZA, and MARK PRADO
24 individually and on behalf of themselves and
25 all others similarly situated, and on behalf of
26 other aggrieved employees pursuant to the
27 California Private Attorneys General Act

28 Plaintiffs,

v.

KAISER PERMANENTE
INTERNATIONAL, a California nonprofit
corporation; SOUTHERN CALIFORNIA
PERMANENTE MEDICAL GROUP, INC.,
a California corporation, and DOES 1-50,
inclusive,

Defendants.

Case No. 30-2022-01290908-CU-OE-CXC

Assigned for All Purposes To:

Hon. Lon F. Hurwitz

Dept.: CX102

**DECLARATION OF PLAINTIFF MARK
PRADO IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT, APPROVAL OF NOTICE
TO CLASS MEMBERS, APPROVAL OF
SETTLEMENT ADMINISTRATOR, AND
SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

1 I, Mark Prado, declare as follows:

2 1. I am a named Plaintiff in this action. The facts set forth herein are true of my own
3 personal knowledge, and if called upon to testify thereto, I could and would competently do so under
4 oath.

5 2. I have worked for Defendants Kaiser Permanente International and Southern California
6 Permanente Medical Group, Inc. ("Defendants") as a non-exempt hourly service representative, in
7 various locations throughout Los Angeles County since April 2021.

8 3. During my employment, I believe that I was not paid for all hours worked, including
9 overtime and minimum wages, I was not provided compliant meal and rest breaks, I was not timely
10 paid all wages owed during employment, I was not provided accurate wage statements, I was not
11 reimbursed for all necessary business expenses, and I was not paid lawful sick leave. Based on my
12 experience and observations of the policies and practices of Defendants, I believe other Class Members
13 had similar experiences and suffered the same violations.

14 4. After meeting with my attorneys, I decided to file a class action and a PAGA lawsuit to
15 seek relief for myself and all similarly situated employees. I agreed to serve as Class Representative.

16 5. On April 9, 2025, I submitted a letter to the California Labor Workforce Development
17 Agency ("LWDA") alleging that Defendants: (1) failed to pay all wages for hours worked (including
18 overtime and minimum wages); (2) failed to authorize and permit rest periods and failed to provide
19 lawful meal periods; (3) failed to timely pay wages during employment; (4) failed to provide accurate
20 itemized wage statements; (5) failed to keep accurate payroll records; (6) failed to reimburse business
21 expenses; and (7) had improper rounding and regular rate practices.

22 6. On July 16, 2025, I became a plaintiff in *Shasity Ray Herrera, et al. v. Kaiser*
23 *Permanente International, et al.*, Case No. 30-2022-01290908-CU-OE-CXC, by joining Shasity Ray
24 Herrera and Roberta Julie Zaragoza in filing a Second Amended Complaint alleging: (1) failure to pay
25 minimum wages; (2) failure to pay overtime owed; (3) failure to pay on-call time pay; (4) failure to
26 provide lawful meal periods; (5) failure to authorize and permit rest periods; (6) failure to timely pay
27 wages during employment; (7) failure to timely pay wages owed at separation; (8) failure to reimburse
28 necessary expenses; (9) knowing and intentional failure to comply with itemized wage statement

provisions; (10) violation of the unfair competition law; (11) civil penalties pursuant to Private Attorneys' General Act Labor Code Section 2698 *et seq.*; and (12) violation of the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*.

7. I understood my duty as Class Representative was to actively participate in the case and keep apprised of its progress and to consider the Class's interests as I consider my own. I have worked diligently to fulfill these duties by assisting my attorneys in investigating and prosecuting this action on behalf of the Class. I do not believe, nor do I have any reason to believe, that my interests in this lawsuit are in conflict with or in any way antagonistic to the interests of my fellow Class Members.

8. I understood the risks of serving as Class Representative, including potential liability for Defendants' costs/fees and reputational harm that could affect future employment prospects. Despite these risks, I felt obligated to pursue this case to vindicate our rights and recover wages owed.

9. As a named Plaintiff in this action, I have provided significant assistance to Class Counsel in this case. Among other things, I provided factual background for the mediation; reviewed the settlement documents; searched for and provided documents; reviewed documents with my attorneys; participated in calls to discuss litigation and settlement strategy; and made myself available for a full-day mediation. At no time did I ever have a guarantee of any personal benefit as a result of this case. On the contrary, I assumed significant risk in bringing this litigation, namely, had I lost, I could have been ordered to pay Defendants' costs, and my name will be attached to this lawsuit.

10. My attorneys provided me the proposed Class Action and PAGA Settlement, which I carefully reviewed and discussed with them before signing. As Class Representative, I have agreed to a broader release than other Class Members.

11. I am aware of the major details of the Settlement Agreement including the non-reversionary Gross Settlement Amount (GSA) of \$7,930,000.00 and the requested allocations therefrom. Even though I strongly believe in the merits of the case that I have brought, I understand that there are no guarantees in litigation and there are significant legal hurdles to overcome to prevail in this action if this case continues to be litigated. Given these risks, I believe the Settlement is fair, adequate, and reasonable and is in the best interest of the Class.

12. It is my understanding that based upon my efforts as a named Plaintiff in this action, I

1 am requesting a Class Representative Service Payment. I understand that any award is subject to the
2 Court's discretion. I respectfully request that the Court grant this award to me in the amount of
3 \$10,000 for my service to the class and efforts in prosecuting this action, and in exchange for the broad
4 general release that will enter into as part of the Settlement.

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

7
8 Executed on 04/15/26 in Ontario, California.

9 

10 Mark Prado (Apr 15, 2026 09:31:24 PDT)

11 Mark Prado
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28