

1 **JAMES HAWKINS APLC**

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9 Attorneys for Plaintiffs SHASITY RAY HERRERA,
10 ROBERTA JULIE ZARAGOZA,
11 and MARK PRADO, on behalf of themselves
12 and all others similarly situated, and on behalf of other
13 aggrieved employees pursuant to the California
14 Private Attorneys General Act

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF ORANGE**
15

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

21 Plaintiffs,

22 v.

23 KAISER PERMANENTE
24 INTERNATIONAL, a California nonprofit
25 corporation; SOUTHERN CALIFORNIA
26 PERMANENTE MEDICAL GROUP, INC.,
27 a California corporation, and DOES 1-50,
28 inclusive,

Defendants.

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

Assigned for All Purposes To:

Hon. Lon F. Hurwitz
Dept.: CX102

**DECLARATION OF PLAINTIFF
SHASITY RAY HERRERA 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**

Reservation #: 74859162

1 I, Shasity Ray Herrera, 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 worked for Defendants Kaiser Permanente International and Southern California
6 Permanente Medical Group, Inc. ("Defendants") as a non-exempt hourly medical assistant, in various
7 locations throughout Orange County, from March 2012 through January 2022.

8 3. During my employment, I believe that I was not paid for all hours worked, including
9 overtime, minimum wages, and on-call time pay, I was not timely paid all wages owed during
10 employment, I was not timely paid all wages owed upon separation from employment, I was not
11 provided accurate wage statements, I was not reimbursed for all necessary business expenses and I was
12 not paid lawful sick leave. Based on my experience and observations of the policies and practices of
13 Defendants, I believe other Class Members 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 November 9, 2022, I submitted a letter to the California Labor Workforce
17 Development Agency ("LWDA") alleging that Defendants: (1) failed to pay all wages for hours
18 worked (including overtime and minimum wages); (2) failed to pay on-call time pay; (3) failed to
19 timely pay wages during employment; (4) failed to provide accurate itemized wage statements; (5)
20 failed to timely pay all wages owed upon separation from employment; (6) failed to reimburse business
21 expenses; (7) failed to keep accurate records; and (8) failed to pay sick leave.

22 6. That same day, on November 9, 2022, I filed this class action in Orange County
23 Superior Court titled *Shasity Ray Herrera v. Kaiser Permanente International, et al.*, Case No. 30-
24 2022-01290908-CU-OE-CXC, alleging: (1) failed to pay all wages for hours worked (including
25 overtime and minimum wages); (2) failed to pay on-call time pay; (3) failed to timely pay wages
26 during employment; (4) failed to provide accurate itemized wage statements; (5) failed to timely pay
27 all wages owed upon separation from employment; (6) failed to reimburse business expenses; and (7)
28 unfair competition.

1 7. On January 17, 2023, I filed a First Amended Complaint adding a claim for civil
2 penalties pursuant to Private Attorneys' General Act Labor Code Section 2698 *et seq.*

3 8. On July 16, 2025, joined by plaintiffs Shasity Ray Herrera and Mark Prado, we filed a
4 Second Amended Complaint alleging: (1) failure to pay minimum wages; (2) failure to pay overtime
5 owed; (3) failure to pay on-call time pay; (4) failure to provide lawful meal periods; (5) failure to
6 authorize and permit rest periods; (6) failure to timely pay wages during employment; (7) failure to
7 timely pay wages owed at separation; (8) failure to reimburse necessary expenses; (9) knowing and
8 intentional failure to comply with itemized wage statement provisions; (10) violation of the unfair
9 competition law; (11) civil penalties pursuant to Private Attorneys' General Act Labor Code Section
10 2698 *et seq.*; and (12) violation of the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*.

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

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

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

27 12. My attorneys provided me the proposed Class Action and PAGA Settlement, which I
28 carefully reviewed and discussed with them before signing. As Class Representative, I have agreed to a

broader release than other Class Members.

13. 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.

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

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 05/05/26 in Newport Beach, California.



Shasity Ray Herrera (May 5, 2026 18:01:12 PDT)

Shasity Ray Herrera