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Attorneys for Plaintiff DANA MARIA SEPULVEDA MORALES, on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA

DANA MARIA SEPULVEDA MORALES, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

EYE CARE CENTER OF NAPA VALLEY, A MEDICAL CORPORATION, a California Corporation; DAVID S. KIM; an individual; PAUL K. ROW; an individual; and DOES 1 through 100, inclusive,

Defendants.

Case No.: **25CV001559**

[*Assigned to Hon. Joseph J. Solga - Dept. B*]

DECLARATION OF DANA MARIA SEPULVEDA MORALES IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

Hearing date: September 4, 2026
Time: 8:30 AM
Dept.: B

[Filed concurrently herewith: Plaintiff's Motion for Approval of PAGA Settlement; Declaration of Sevada Hakopian In Support Thereof; Declaration of Steven I. Azizi In Support Thereof; [Proposed] Order]

Complaint Filed: July 29, 2025
Trial Date: None Set

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DECLARATION OF DANA MARIA SEPULVEDA MORALES

1. I am a party to this action and reside in the State of California. I am fully competent to make this declaration. I have personal knowledge of the facts set forth herein, except for those stated on information and belief, and as to those I am informed and believe them to be true. If called upon to testify, I could and would testify as set forth herein.

2. I make this Declaration in support of Plaintiff's Motion for Approval of Private Attorneys' General Act ("PAGA") Settlement ("Plaintiff's Motion").

3. I was employed by Eye Care Center of NAPA Valley, David S. Kim, and Paul K. Row (collectively, the "Eye Care Defendants) as a non-exempt, hourly-paid employee, with duties that included, but were not limited to, welcoming patients to the facility, answering incoming calls, forwarding calls or taking messages, scheduling and confirming appointments, maintaining staff calendars, addressing patient concerns or complaints, and providing direction and assistance throughout the facility.

4. During my employment with the Eye Care Defendants, I was governed by the same employee handbook, written policies, and workplace rules that I am informed and believe applied uniformly to all other non-exempt, hourly employees. These policies addressed, among other things, timekeeping, meal periods, rest periods, scheduling, and compensation, and were applied in the same manner to me and to other non-exempt, hourly paid employees. Moreover, I and non-exempt, hourly paid employees were required to record our work time using the same timekeeping system and were paid through the same centralized payroll process. Based on my own experience and observations, employees performed similar tasks and duties, worked under the same operational expectations, and were subject to the same productivity demands and supervision. As a result, the wage and hour issues raised in this case did not arise from isolated or individualized circumstances, but from the Eye Care Defendants' uniform policies and practices.

5. Based on my personal experience and what I observed while working for the Eye Care Defendants, these uniform policies and practices resulted in employees, including myself, not being paid for all hours worked, including work performed before clocking in or after clocking out. I also experienced, and observed other employees' experience, meal periods and rest periods that were

late, interrupted, shortened, or not provided at all. These issues affected employees across departments and shifts and were not unique to me.

6. Throughout my employment with the Eye Care Defendants, I am informed and believe that myself and other non-exempt employees were not paid all wages owed because we were not paid for all time under their control, or for which we were suffered or permitted to work by the Eye Care Defendants.

7. During my employment with the Eye Care Defendants, I am informed and believe that myself and other non-exempt employees were not paid for work performed off-the-clock, which resulted in a failure to pay for all hours worked. Some of the tasks myself and other non-exempt employees performed off-the-clock include assisting patients at the facility, traveling to other locations, to attend office or sales meetings without compensation or off the clock.

8. During my employment with the Eye Care Defendants, I am informed and believe that I took meal periods that were after the fifth hour, short or not duty-free. I witnessed other non-exempt, hourly-paid employees with my job duties often taking meal periods that were after the fifth hour, short, late, missed or not duty-free, as well.

9. I do not recall receiving premium pay for the full, timely and uninterrupted meal periods I was not provided an opportunity to take and am informed and believe that my coworkers were not provided premium pay for not being provided with the opportunity to take full, timely and uninterrupted meal periods, either.

10. I do not believe I was provided with opportunities to take full, uninterrupted 10-minute rest periods while working with the Eye Care Defendants and am informed and believe my coworkers were often not provided with such an opportunity. When rest breaks were taken, they were effectively cut short due to the amount of work that had to be completed within the scheduled workday.

11. I do not recall receiving any premium pay for the full rest breaks I was not provided an opportunity to take and am informed and believe that my coworkers were not provided premium pay for not being provided with the opportunity to take full, uninterrupted 10-minute rest periods, either.

12. During my employment with the Eye Care Defendants, I am informed and believe that myself and other non-exempt employees were not given wage statements to reflect accurate hours worked and wages due to employees.

13. During employment with the Eye Care Defendants, I am informed and believe that myself and other non-exempt employees were not paid all wages owed to us by termination or resignation including overtime and minimum wages as well as meal and rest break premiums.

14. During my employment with the Eye Care Defendants, I am informed and believe that myself and other non-exempt employees were not paid for all hours worked, as well as for all meal and rest period premiums, and unpaid wages, making Defendants liable for waiting time penalties.

15. Before and during the course of litigation, I was actively involved in assisting my attorneys to support the wage and hour claims asserted. My involvement began before the initial complaint was filed wherein, I provided first-hand knowledge and documentation as to the Eye Care Defendants' practices, its ownership and corporate structure, and its wage and hour policies and practices. Moreover, I actively searched for, and discussed with, potential witnesses and other non-exempt employees of the Eye Care Defendants.

16. Part of the information I relayed was with regard to the Eye Care Defendants' timekeeping policies and practices and their meal and rest period policies and practices, time and payroll records, average rates of pay and total hours worked.

17. I provided them with all the documentation provided to me by the Eye Care Defendants during my employment that was available to me.

18. I assisted in reviewing time and payroll records with my attorneys and informed them of the Eye Care Defendants' employment policies and whether those policies matched their practices.

19. I have actively participated in the prosecution of this case. I have spent time communicating with my attorneys at Miracle Mile Law Group, LLP, including participating in phone calls, responding to questions, reviewing information, providing details regarding my employment, the Eye Care Defendants' policies and workplace practices. I remained in regular

contact with counsel throughout the litigation and was available to assist as needed. My attorneys called me to ask me questions over several times throughout the litigation and I contacted my attorneys several times to stay updated on the case and offer my assistance on any matters I could be helpful with. I also assisted in reaching out to other employees in order for my attorneys to further investigate this Action. I was also available for mediation by Zoom which took approximately 8 or more hours, during which I was available to be called to answer the questions posed by the mediator regarding the asserted claims, as well as arguments raised by the Eye Care Defendants. In addition, I worked with my attorneys over the next several weeks after mediation to execute a long form settlement agreement. Moreover, I assisted counsel by discussing my experiences in detail, answering questions regarding timekeeping, meal and rest periods, payroll practices, and the day-to-day realities of working for the Eye Care Defendants. I understand my obligations as a PAGA Representative and have taken them seriously.

20. Over the past few months since the Action has been resolved, I have stayed in touch with my attorneys to ensure that there was no undue delay in preparing Plaintiff's Motion and the payment for other aggrieved employees for whom I brought this Action.

21. I believe that, through the present, I have spent at least 50 hours in connection with this matter, which included time spent having preliminary calls with my attorneys; doing an intake with my attorneys; time spent searching for documents relating to my employment; time spent reading and understanding the Settlement Agreement; time spent answering calls to discuss the Eye Care Defendants' timekeeping, pay, meal and rest periods, and to review time and payroll records; time spent discussing with my attorneys' the Eye Care Defendants' policies and practices; time spent at mediation; time spent to speak with other employees and reaching out to coworkers; and time spent checking in on the status of the case, among other things. I also spent time preparing this declaration to support Plaintiff's Motion.

22. I felt that by bringing this lawsuit, I could stand up for not only my rights but the rights of other employees who suffered from the same unfair wage practices. I felt that current employees might not want to share their experiences with the Eye Care Defendants since they feared losing their jobs. This is certainly understandable as I, too, have to provide for myself and

others.

23. I believe that I have no conflicts of interest present. I do not have any individual claims pending against Defendant outside of this action, and I have no interests that differ from or conflict with the interests of other non-exempt, hourly paid employees. My goal in bringing this lawsuit has always been to recover for wage and hour violations that affected all employees, not to seek any special or separate treatment for myself.

24. By bringing this lawsuit, I have put the interests of the class ahead of my own.

25. I understood that I could possibly earn a small enhancement if this case resolved favorably. I also knew that I could face retaliation from the Eye Care Defendants and backlash from former coworkers who are loyal to them.

26. My goal in bringing this lawsuit was to obtain a recovery on behalf of the aggrieved employees, and, even more importantly, to put an end to what I believe are illegal practices on the part of the Eye Care Defendants. I believe I have achieved both through this lawsuit and settlement since my attorneys informed me that the Eye Care Defendants implemented revised policies and practices.

27. I understand my obligations as a PAGA Representative and have taken them seriously, and further I am willing and able to continue serving as the representative and to act in the best interests of the aggrieved employees and the State of California.

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

Executed this 13th of August, 2026, at Napa, California

Dana Sepulveda Morales

Dana Sepulveda Morales (Aug 13, 2026 10:50:50 PDT)

DANA MARIA SEPULVEDA MORALES

PROOF OF SERVICE

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 750 N. San Vicente Blvd, Ste. RW 1000, West Hollywood, California 90069.

On August 13, 2026, I served the foregoing documents on the interested parties in this case:

- **DECLARATION OF DANA MARIA SEPULVEDA MORALES IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**

Jack Jimenez, Esq. **O'HAGAN MEYER** Address: 550 South Hope Street Suite 2400 Los Angeles, CA 90071 Emails: jjimenez@ohaganmeyer.com	**Attorneys for Defendants**

[ ] **BY MAIL:** I am "readily familiar" with the practices of MIRACLE MILE LAW GROUP, in collecting and processing correspondence and documents for mailing. Under that practice, documents for mailing would be deposited with the US Postal Service on that same day this affidavit is signed with postage fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date is more than 1-day after the day of deposit for mailing the affidavit. [CCP § 1013]

[X] **BY EMAIL:** I served the above-mentioned document electronically on the parties listed at the e-mail addresses on the next page and, to the best of my knowledge, the transmission was complete and without error in that I did not receive an electronic notification to the contrary.

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

Executed on August 13, 2026, at West Hollywood, California.



Karine Reganyan
Declarant