BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Jeffrey S. Herman (State Bar #280058)
Sergio Julian Puche (State Bar #289437)
Trevor G. Moran (State Bar#330394)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF HUMBOLDT

LYNN HILLEGEIST; MAUREEN LYTLE; PAMELA CASSADY; JOHN SELLERS; HOLLY MILLER; CATHERINE ROBERTSON; BAILEY KILMER, CUAUHTEMOC OLIVO, and JANELLE WILSON, all individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC; ST. JOSEPH HEALTH SYSTEM; PROVIDENCE ST. JOSEPH HEALTH; and DOES 1 THROUGH 20, INCLUSIVE,

Defendants.

Case No. CV2201266

DECLARATION OF CUAUHTEMOC OLIVO IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

Hearing Date:
Hearing Time:
Judge: Hon. Timothy Canning
Dept.: 4

Date Action Filed: August 25, 2022
Trial Date: Not set

I, Cuauhtemoc Olivo, declare as follows:

1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval of Class Settlement and in support of my application for a class representative service payment.

2. I have personal knowledge of all the facts stated herein. I could and would competently testify under oath to these facts in court if requested to do so.

3. I worked for the defendants St. Joseph Health Northern California, LLC; St. Joseph Health System; and Providence St. Joseph Health (collectively, "Defendant") in California from February of 2019 through August of 2024, and during that time period was classified by Defendant as a non-exempt employee.

4. I retained my attorneys who are experienced in both class action and PAGA representative action litigation and claims against employers for violations of the California Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential conflicts of interest with another class member in this case. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this settlement.

5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt that my legal rights as an employee and others like me were violated. For example, Defendant instituted a wall clock in system for badge swipes which were located near the exit doors of the facilities. One wall unit was available per department. Defendant also provided lockers in the break room to store my personal belongings. Therefore, I was required to first visit the locker room prior to clocking in, which typically took at least two minutes of time. Additionally, Defendant prohibited employees from clocking in more than five minutes early and clocking out more than seven minutes early, which resulted in having to wait by the wall clock, at with time I would review charts, receive requests to assist patients, or provide other assistance. I was also often required to work in excess of eight hours in a day, and Defendant failed to pay me for all of the overtime hours I worked. Additionally, I did not always receive compliant meal and rest breaks which were often late, short or missed entirely – and when these violations occurred, I did not receive all break penalty payments

I was entitled to. Due to how busy the facilities were, I rarely was able to take a compliant rest break. Further, Defendant failed to provide proper reimbursement for the use of my personal cell phone, which was used to communicate with supervisors/managers for scheduling and in-service meetings. I also filled out questionnaires on my phone prior to arriving for work.

6. I spoke to my attorneys several times and discussed how Defendant implemented its company policies and procedures. I also assisted my attorneys in their investigation into my claims by providing them documents and answering their questions. I reviewed the complaint before it was filed and was given access to an electronic file sharing program that alerted me via email when important documents were filed so that I could review them and keep up with the developments in the case which I understood was one of my duties as a class representative. I could also access court filings from this case on my attorney's law firm website. Also, I was informed that Defendant had the right to take my deposition, and that the preparation and deposition itself could take multiple days. Although my deposition was not taken, I feel I would have been adequately prepared and comfortable to give testimony on my experiences.

7. Even though this action is in the process of settling, I was and remain prepared to perform all the duties of a class representative. I understand that as a class representative I have assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class members. I have understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the class members and surrender any right to compromise the group action for an individual gain.

8. I understood that being a plaintiff/class representative in this case meant that I was seeking damages not only for myself but also other current and/or former non-exempt employees working for Defendant in California who make up the class. I felt that these individuals were not aware of their labor law rights and even if they were they would probably be apprehensive about speaking up or even simply because of the time, effort and risk involved in filing a class action lawsuit.

9. I understood that being a part of this lawsuit involved risks. For example, my attorneys explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part of the attorney fees and costs paid by Defendant to defend this lawsuit. Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it against me or

downgrade me as a potential hire. As the only named Plaintiff in this case it would not be difficult for a future employer to become aware that I sued a former employer for labor law violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this case.

10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up to date on important developments by reviewing court filings that were made available to me electronically as I described above.

11. A mediation took place on December 9, 2026, with Hon. Carl J. West (Ret.) a well-respected and experienced mediator of wage and hour class actions. After the mediation the parties were able to come to an agreement to settle the action. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding. When the final settlement agreement was ready, I reviewed it closely and signed it on July 23, 2026.

12. I have been actively involved with this lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court filings and spent a significant amount of time on the issues presented during the lawsuit and in the settlement process. I estimate that I spent approximately 30-40 hours working on this case up until this point. I believe I have been diligent and have done what is expected of a named plaintiff and a proposed class representative to date, and will continue to do so. I have and always will maintain the best interest of the class members.

13. My attorneys explained to me that the settlement process involves a two-step review by the Court to determine whether the settlement is fair before approving the settlement. I know this process also involves notifying all class members of the settlement terms and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

14. I believe I did the right thing by filing this case on behalf of the class members who, subject to court approval, are in line to receive monetary payments as a result of this case and settlement.

This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel significant personal satisfaction to know that I played a role in the class members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the requested class representative service award of $15,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying Defendant costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, and in light of the size of the settlement, I believe the request for $15,000 as a class representative service payment is fair and reasonable.

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

Executed on 09/17/2026 (date), at Cuauhtemoc Olivo (city, state).

Cuauhtemoc Olivo

Cuauhtemoc Olivo