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Attorneys for Plaintiff

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

MIRIAM MORENO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BEACON DAY SCHOOL, INC., a California
Corporation; and DOES 1 through 100,

Defendants.

Case No. 30-2022-01296662-CU-OE-CXC

*[Case assigned for all purposes to the Hon. Lon
F. Hurwitz, Dept. CX-103]*

**DECLARATION OF MIRIAM MORENO
IN SUPPORT OF APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 6, 2024
Time: 1:30 p.m.
Dept.: CX-103

Action Filed: December 14, 2022
Trial Date: None Set

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I, MIRIAM MORENO, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I worked for Beacon Day School, Inc. (“Defendant”) as a non-exempt employee in the position of Behavioral Interventionist from approximately May 9, 2022 to October 25, 2022. Throughout my employment with Defendant, my duties included supervising and providing special education services to children with autism and related disorders at Defendant’s school.

3. During my employment with Defendant, I would clock in and clock out for my shifts using a timekeeping system that recorded my time punches to the minute. However, Defendant did not pay me for all of my time on the clock, instead rounding my hours in quarter-hour increments. I believe that I was not paid for all the time I worked because of this practice. Further, Defendant paid me bonuses during my employment, including retention bonuses, but only paid my overtime wages at 1.5 times my base rate of pay even when I worked overtime hours and earned a bonus payment in the same time period.

4. Additionally, I was responsible for taking care of students who could not be left unattended, and therefore Defendant required me to remain on-duty throughout my workday, including during meal periods. As a result, Defendant frequently failed to provide me with any meal periods or required me to remain on-duty throughout them. I was occasionally able to eat with my students while they were also eating, but I could not leave the students unattended. Moreover, Defendant never provided me with a second meal period regardless of the length of my shift, even though my work shifts regularly exceeded 10.0 hours in length. Similarly, because I was required to maintain supervision of my students at all times, I was frequently required to work through rest periods due to these work demands. Finally, Defendant required me to use my personal cell phone to clock in and out each day and to receive daily phone calls

1 from Defendant's transportation coordinator regarding my students. Despite using my personal
2 cell phone for work purposes, Defendant did not always reimburse me for a reasonable portion
3 of my monthly cell phone bill.

4 5. When I first filed my lawsuit, I understood that it had the chance to benefit
5 Defendant's other workers by helping them recover money and penalties they were owed. I felt
6 that Defendant was not following the law, and I wanted Defendant to comply with the law and
7 treat its employees fairly. I feel that I have taken on a greater burden than any of the other class
8 members because I have been actively involved in the litigation since it began, and because it is
9 my name that is attached to the lawsuit. Although I was aware of the risks associated with filing
10 a public lawsuit, I chose to move forward with the case anyway. Through my efforts, Defendant
11 has agreed to a settlement that will benefit current and former employees of Defendant, and I
12 believe that I should be compensated for carrying the burden of this litigation for the benefit of
13 the other employees.

14 6. I have been actively involved in this case since before it was even filed. Among
15 other things, I searched for relevant documents for use in the lawsuit, provided factual
16 information to my attorneys, had many phone calls with my attorneys to discuss the claims in
17 the lawsuit and Defendant's practices, discussed the status of the case and general case strategy
18 with my attorneys on multiple occasions, provided valuable input to assist my attorneys in
19 preparing for mediation, made myself available for the full-day mediation that lead to this
20 settlement, reviewed and provided input regarding the settlement in this case, and otherwise
21 assisted my attorneys in moving this case towards resolution. I estimate that I have spent
22 approximately 25 hours in total on these activities.

23 I declare under penalty of perjury under the laws of the state of California and the
24 United States that the foregoing is true and correct. Executed on 03/17/24, at Baldwin
25 Park, California.

26 Miriam Moreno
Miriam Moreno (Mar 17, 2024 18:30 PDT)

27 Miriam Moreno
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