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Attorneys for Plaintiff Krystal Morris, Amy Coronado, and Jonah Gojar
and the Settlement Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

KRISTAL MORRIS, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SACRAMENTO BEHAVIORAL
HEALTHCARE HOSPITAL, LLC;
SIGNATURE HEALTHCARE SERVICES, LLC;
VILLA OAKS, LLC doing business as VILLA
OAKS – SANTA ROSA, LLC; VILLA OAKS –
ANAHEIM, LLC; VILLA OAKS – AV, LLC;
VILLA OAKS – BAKERSFIELD, LLC; GREEN
RIVER MANAGEMENT, LLC; KEBOK –
RANCHO ARROYO GRANDE, LLC; VISTA
LIFE PROPERTIES, LLC; RIVERSIDE LIFE
PROPERTIES, LLC; ROSEVILLE LIFE
PROPERTIES, LLC; SAN JOSE LIFE
PROPERTIES, LLC; LIVERMORE LIFE
PROPERTIES, LLC; SOON KIM, and DOES 1
through 100, inclusive,

Defendants.

Case No. 34-2022-00330937

ASSIGNED FOR ALL PURPOSES TO
JUDGE LAURI DAMRELL

DEPARTMENT 22

CLASS ACTION

**DECLARATION OF HUNTER PYLE IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 2, 2025

Time: 9:00 a.m.

Dept: 22

Complaint Filed: December 6, 2022

1 I, Hunter Pyle, declare as follows:

2 1. I am a member in good standing of the Bar of the State of California and a Partner at
3 Hunter Pyle Law, in Oakland, California. I submit this declaration in support of Plaintiffs Kristal
4 Morris, Amy Coronado and Jonah Gojar's ("Plaintiffs") Motion for Preliminary Approval of Class
5 Action Settlement agreed to by Plaintiffs and Defendants Sacramento Behavioral Healthcare
6 Hospital, Signature Healthcare Services, LLC; Villa Oaks, LLC d/b/a Villa Oaks – Santa Rosa, LLC;
7 Villa Oaks – Anaheim, LLC, Villa Oaks – AV, LLC, Villa Oaks – Bakersfield, LLC, Green River
8 Management, LLC, Kebok – Rancho Arroyo Grande, LLC, Vista Life Properties, LLC, Riverside
9 Life Properties, LLC, Roseville Life Properties, LLC, San Jose Life Properties, LLC, Livermore Life
10 Properties, LLC, and Soon Kim (collectively "Defendants"). Plaintiffs and Defendants are
11 collectively referred to herein as the "Parties".

12 2. My firm, Hunter Pyle Law, PC, is co-counsel for Plaintiffs and the putative class in
13 this matter. I have personal knowledge of the facts set forth in this declaration and could and would
14 testify competently to them.

15 **BACKGROUND AND EXPERIENCE**

16 3. In 1997, I received a J.D. from Boalt Hall School of Law at the University of
17 California at Berkeley.

18 4. As a law student, I clerked for Professor David Feller, one of the premier scholars in
19 the field of labor and employment law. I also worked as a law clerk at Eggleston, Siegel &
20 Lewitter; Beeson, Tayer & Bodine; and Davis, Cowell & Bowe. Each of these firms represents
21 employees in the labor and employment context.

22 5. I have been practicing law since December 1997. From December 1997 through
23 October 2003, I was an associate at Siegel & Yee in Oakland, where I focused my practice mainly
24 on employment law. In that capacity, I was the primary attorney for numerous employment law
25 cases that resolved prior to trial, handling all aspects of these cases. Additionally, I served as
26 second chair in approximately ten trials.

27 6. In October 2003, I left Siegel & Yee and became a partner at Sundeen Salinas &
28 Pyle. In 2017, I left Sundeen Salinas & Pyle and created Hunter Pyle Law. Since that time, most

1 of my cases have involved employment law, and many of them have involved wage and hour
2 matters. Over the past ten years, I have tried approximately fifteen cases to verdict.

3 7. I have been approved as Class Counsel in the following cases (among others), which
4 resolved favorably for the class members: *Jackson v. ACE* (Alameda County Superior Court case
5 no. RG05241698; settled for \$1.1 million); *Beasley, et al., v. Allied Cash Advance* (Alameda
6 County Superior Court case no. 07359698; settled for \$400,000); *Schakow v. Lerner New York,*
7 *Inc., et al.* (Contra Costa County case no. MSC08-01145; settled for \$850,000); *Brown, et al. v.*
8 *George S. May International Company* (Alameda County Superior Court case no. 08413991;
9 settled for \$750,000); *Miriam Aquino Ruelas, et al. v. Neilmed Products, Inc.* (Sonoma County
10 Case No. SCV245231; settled for approximately \$600,000); *Randolph et al. v. AT&T Wireless*
11 *Services, Inc., et al.* (Alameda County Superior Court case no. RG05193855; settled for
12 approximately \$70 million); *Booker II, et al. v. Auto Guardian, et al.* (Alameda Superior Court case
13 No. RG11562117; settled for \$775,000); *Alonzo, et al. v. First Transit, Inc.* (Los Angeles Superior
14 Court case no. BC433932; settled for \$2 million); *Lopez, et al. v. City of Montebello* (Los Angeles
15 Superior Court case no. BC553076; settled for \$1 million); *Sadiq v. Greatwide Dedicated*
16 *Transport II, LLC* (Alameda County Superior Court case no. RG15789114; settled for \$762,500);
17 *Kostyuk v. Golden State Overnight Delivery Service, Inc.* (Alameda County Superior Court case no.
18 RG14727191; settled for \$1.25 million); *Newcomb, et al. v. J.B. Hunt Transport, Inc.* (Alameda
19 County Superior Court case no. RG16815734; settled for \$750,000); *Hooper v. URS Midwest, Inc.,*
20 *(San Bernardino Superior Court Case No. CIV DS1607489; settled for approximately \$3 million);*
21 *Brooks, et al. v. Chariot Transit, Inc.* (San Francisco Superior Court case no. CGC-16-554398;
22 settled for \$750,000); *Austin, et al. v. Foodliner, Inc.* (United States District Court, Northern
23 District of California case no. 4:16-cv-07185-HSG; settled for \$1.2 million); *Castro, et al. v. ABM*
24 *Industries, Inc., et al.* (United States District Court, Northern District of California case no. 4:17-
25 cv-03026-YGR; settled for \$5,400,000); *Botros v. Walgreen Co.* (United States District Court,
26 Northern District of California case no. 3:18-cv-05328; settled for \$2,142,000); *Winston v.*
27 *Comcast Spectator Holding, et al.* (Alameda County Superior Court case no. R-2145147; settled
28 for \$105,000.00); and *Olivera v. C & B Delivery Service, et al.* (Alameda County Superior Court

1 case no. RG20062287; settled for \$1,068,500.00); *Lopez v. First Student* (United States District
2 Court, Central District of California case no. 5:19-cv-01669-JGB-SHK; settled for 1.475 million).

3 8. Each of these cases, except for the *Randolph* case, was a wage and hour class action.
4 (*Randolph* was a consumer class action.)

5 9. In 2006, 2007, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017, I
6 organized and/or presented at annual CLEs put on by the Alameda County Bar Association Labor
7 and Employment Law Section regarding wage and hour law and class actions. The faculty for
8 these CLEs has included the Honorable George C. Hernandez, Jr., the Honorable Ronald Sabraw,
9 the Honorable Bonnie Sabraw, the Honorable Robert Freedman, the Honorable Steven Brick, the
10 Honorable David Flinn, the Honorable Richard A. Kramer, Jenna Whitman, Walter Stemmler and
11 Phillip Obbard.

12 10. I am a Lecturer at U.C. Berkeley Law School (formerly known as Boalt Hall). From
13 2014 to 2016, I, along with one other Lecturer, taught the employment law course to second and
14 third year law students. The course materials included a survey of California wage and hour law.
15 From 2017 to present I have taught an advanced seminar on California Wage and Hour Law.

16 11. I am the primary contributor to www.workersrightsblog.com. That blog covers
17 recent developments in employment law, including wage and hour law. Additionally, I am a co-
18 author of “Civil Penalties Under the California Private Attorneys General Act (PAGA),”
19 Employment Damages and Remedies (CEB 2014). I have also served as the updating editor for the
20 Employee and Union Member Guide to Labor Law (West), Chapter 2 (“Opposing Discriminatory
21 Discharges”).

22 12. Almost every year from 2011 to present I have served on the faculty of the Stanford
23 Law School Trial Advocacy Workshop.

24 13. Almost every year from 2011 to present, I have been a panelist at annual seminars
25 put on by Bridgeport regarding California wage and hour law, including the Wage and Hour
26 Litigation Seminar.

27 14. I have made numerous other presentations regarding wage and hour law and class
28 actions. For example, in 2019 and 2020, I spoke on several panels regarding California’s Private

1 Attorneys General Act. I have also spoken on separate panels discussing trends in class action
2 litigation.

3 15. I am a member of the California State Bar Labor and Employment Law Section. In
4 addition, I regularly serve as a volunteer attorney at the Workers' Rights Clinic put on by the Legal
5 Aid Society of San Francisco Employment Law Center. I am also a member or past member of the
6 Alameda County Bar Association Labor and Employment Section and Trial Practice Section.

7 16. My extensive experience in litigating employment wage and hour matters was
8 integral in evaluating the strengths and weaknesses of the case against Defendants and negotiating
9 a fair and reasonable settlement.

10 17. Pursuant to Local Rule 2.99.05, I attest that I have reviewed the Checklist for
11 Approval of Class Action and/or Private Attorneys General Act ("PAGA") Settlements and that
12 Plaintiffs' brief complies with that checklist.

13 18. I recommend the settlement. Based on an independent investigation and evaluation,
14 I am of the opinion that the Settlement is fair, reasonable, and adequate, and is in the best interest
15 of the Settlement Class Members in light of all known facts and circumstances, including the risk
16 of significant delay, the risk that Defendants will prevail on their defenses, and potential appellate
17 issues.

18 **SETTLEMENT**

19 19. Defendants are obligated to fund the Settlement by March 17, 2026. The additional
20 time to fund the Settlement was necessary given certain financial constraints and substantial
21 settlement obligations in other cases against Defendants.

22 20. Two weeks after Plaintiff Morris filed her lawsuit, Jonathan Tejeda filed a lawsuit
23 alleging PAGA claims that overlap Plaintiff's claims. (See *Tejeda v. Sacramento Behavioral*
24 *Healthcare Hospital* (Super. Ct. Sacramento County, Case No. 34-2022-00332060-CU-OE-GDS).)
25 The Court approved the settlement in the *Tejeda* case on March 27, 2025, extinguishing the PAGA
26 claims in the present case. Accordingly, the Settlement provides that the PAGA claims in the present
27 case be dismissed without prejudice.

1 21. None of the gross settlement funds will revert to Defendants. Uncashed checks will
2 be donated to Legal Aid at Work, a California-based nonprofit that provides legal aid to low-income,
3 working families, whose mission includes enforcing workplace protections through education,
4 litigation, and policy advocacy, or another *cy pres* beneficiary approved by the Court. Legal Aid at
5 Work is an IOLTA-qualified legal services provider. Neither I nor my firm has an interest in Legal
6 Aid at Work, including its governance.

7 22. Plaintiffs have incurred approximately \$1,200,000 in attorneys' fees and \$70,000 in
8 costs as of March 31, 2025. Plaintiffs anticipate that they will likely incur at least \$50,000 in
9 additional fees and \$1,000 in additional costs in filing this motion, appearing at the hearing, filing
10 the motion for motion for final approval and a motion for attorneys' fees and costs, as well as other
11 fees and costs incurred while implementing the Settlement. At our usual and customary 2025 rates,
12 my firm has expended approximately \$475,000 in attorneys' fees in this matter.

13 23. Plaintiffs calculated the unadjusted value of the AWS overtime claim, including
14 interest, to be approximately \$850,000. However, in light of the facts of this case, it is reasonable to
15 discount the value of this claim by 5 percent (multiplying by .95) to account for the risks involved in
16 certifying a class and maintaining certification through trial and by an additional 5 percent
17 (multiplying by .95) to account for the risk that Defendants would prevail on their defenses.

18 24. Plaintiffs calculated the unadjusted value of the meal period claim, including interest,
19 to be approximately \$1,600,000. However, in light of the facts of this case, it is reasonable to
20 discount the value of this claim by 40 percent (multiplying by .6) to account for the risks involved in
21 certifying a class and maintaining certification through trial and by an additional 35 percent
22 (multiplying by .65) to account for the risk that Defendants would prevail on their defenses.

23 25. Plaintiffs calculated the unadjusted value of the rest period claim, including interest,
24 to be approximately \$1,800,000. In light of the facts of this case, it is reasonable to discount the
25 value of this claim by 75 percent (multiplying by .25) to account for the risks involved in certifying a
26 class and maintaining certification through trial and by an additional 75 percent (multiplying by .25)
27 to account for the risk that Defendants would prevail on their defenses.

26. Plaintiffs calculated the unadjusted value of the wage statement claim to be approximately \$850,000, and the unadjusted value of the waiting time penalties to be approximately \$6,900,000. However, in light of the facts of this case, and given the current state of the applicable law, these claims have minimal settlement value. Therefore, it is reasonable to discount the value of these claims by 95 percent (multiplying by .05) to account for the risk that Defendants would prevail on their defenses.

27. Notwithstanding the risks described above, Plaintiffs have achieved a result that, if approved, will provide for 19% of Plaintiffs' maximum possible damages estimate.

The Proposed Class Is Ascertainable and Numerous

28. The class members here can easily be identified from Defendants' business records. The class is therefore ascertainable.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on April 1, 2025, in Oakland, California.

Hunter Pyle