

Attorneys for Plaintiff SARAI CORADO and all others similarly situated

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

SARAI CORADO, an individual; on behalf of herself and all others similarly situated and the general public,	)	Case No. CVRI2302159
	)	[Assigned For All Purposes To the Hon. Harold W. Hopp, Dept. 1]
Plaintiffs,	)	
	)	DECLARATION OF CLASS REPRESENTATIVE SARAI CORADO IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
v.	)	
HARKINS ADMINISTRATIVE SERVICES, INC., a corporation; and DOES 1 to 100, inclusive,	)	
	)	
Defendants.	)	Date: April 28, 2025 Time: 8:30 a.m. Dept: 1

1 I, SARAI CORADO, declare as follows:

2
3 1. I am over the age of eighteen and am a Class Representative Plaintiff in the matter
4 *Corado. v. Harkins Administrative Services, Inc.* The foregoing is based upon my personal
5 knowledge and, if called as a witness, I could and would competently testify thereto.

6 2. I submit this declaration in support of Plaintiff's Motion for Final Approval of
7 Class Settlement.

8 3. I was employed as an assistant manager for Defendant Harkins Administrative
9 Services, Inc. ("Defendant") between August 2018 and November 2022. During my time
10 working for Defendant, I was subjected to the same wage and hour policies and practices that are
11 at issue in this case, including the Defendant's practice of failing to pay employees all wages
12 owed, failing to provide meal periods, failing to authorize and permit rest periods, failing to
13 provide accurate wage statements, failing to reimburse employees for their reasonable and
14 necessary expenses, and related issues.

15 4. Since the beginning of this case, I have been closely involved in assisting my
16 attorneys to prosecute this action, and have done so diligently and aggressively for the past 2
17 years. Prior to becoming a named class representative in this case, I spoke at length with my
18 attorneys, and relayed to them the alleged illegal wage and hour policies and practices of
19 Defendant. I spent countless hours discussing the issues in the case and the possibility of filing a
20 representative action with my attorneys at that time. Before becoming involved in the case, I also
21 spent several hours acquainting myself with my duties and obligations as a class action
22 representative, and my role in prosecuting this case against Defendant.

23 5. Prior to filing this case, I worked with my attorneys to interpret documents that
24 had been produced as part of my personnel file, including my wage statements and Defendant's
25 pay and reimbursement policies. My attorneys also called me frequently to discuss issues
26 pertaining to other current and former employees, and I connected my attorneys with other
27 employees who experienced similar wage and hour issues as myself.

28 6. In 2024, the parties agreed to go to Mediation, and I worked with my attorneys to
prepare for the Mediation. I spoke with my attorneys numerous times prior to the Mediation, and

1 I was on-call during the Mediation on May 15, 2024, and made myself available to answer any
2 questions and respond to factual issues that arose during the course of the mediation.

3 7. Since the date of the mediation, I have communicated with my attorneys
4 regarding the settlement terms, and spent many hours reviewing the lengthy settlement
5 agreement, and ensuring that the settlement agreement is fair to all class members. I understand
6 and agree with my fiduciary obligations and responsibilities as a class representative, and I have
7 agreed to act in the best interests of the class in pursuing the claims alleged in this case. I also
8 have no claims that are antagonistic to the class, as my interests are aligned with all other class
9 members to obtain the best possible resolution for the class.

10 8. As detailed above, I actively participated in all stages of litigation and have been
11 continuously apprised of all aspects of this case. I believe that if not for my efforts and
12 persistence in this case, that the class members would have benefitted far less without my
13 involvement. I am an adequate representative of the hourly employees. My interests are the
14 same as the other hourly non-exempt employees, as Defendant uniformly failed to pay all wages,
15 failed to provide compliant meal and rest periods, and failed to provide legally compliant pay
16 stubs to the entirety of the class..

17 9. All in all, I estimate that I have spent more than 40 hours in conjunction with the
18 case. I dedicated my time to the pursuit of this case, including consulting with my attorneys
19 regarding the issues raised in the action. I have also assisted my counsel in reviewing, analyzing,
20 and interpreting various internal documents generated by Defendant. Additionally, I have
21 participated in numerous telephone conferences with my counsel to discuss the case. I have also
22 assisted my counsel by corresponding with them on repeated occasions to answer any questions
23 about my employment. I also discussed mediation and post-mediation settlement strategies with
24 my counsel at various points over the last year. I have been diligent, and I believe I acted above
25 and beyond that which was expected of me as a Class Representative throughout all stages of the
26 litigation, up to and including the settlement of this Class Action. I have no claim that was
27 antagonistic to the class. I accepted the potential risk of being liable for the opposing parties'
28 costs if we were unsuccessful in this lawsuit.

10. In addition to performing work on this matter, I assumed a substantial risk in
serving as a class representative if the Defendant prevailed in this case. My willingness to

1 assume the financial risk was and is significant. Although I was confident in the merits of this
2 lawsuit, I do not have any substantial savings and bringing this lawsuit was a serious
3 commitment on my behalf and exposed myself to considerable risk. My attorneys have advised
4 me that California law provides that the losing party must pay the prevailing party's costs. As
5 such, if the Defendant had prevailed in this case, I would have been subjected to a cost award in
6 the amount of tens of thousands of dollars. Notwithstanding these risks, I chose to serve in my
7 capacity as Class Representative and pursue all claims against Defendant. Many employees have
8 been afraid to challenge Defendant's policies because they were afraid that they would lose their
9 jobs. I had that fear myself, but I pressed on with the case nonetheless.

10 11. I understand that the average estimated payout per class member is approximately
11 \$217, and the highest payout will be approximately \$918.60.

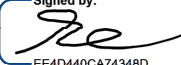
12 12. Additionally, I have signed a general release of all claims up through the date of
13 final approval of the settlement. This is also significant because I spoke out against Defendant's
14 employment practices and, thereafter, was terminated. Because of that, I may have been able to
15 file and recover additional sums based on a claim for retaliation. Nevertheless, I pursued this
16 case to stop Defendant's unlawful wage practices.

17 13. Considering the amount of time I put into the case, the stigma of filing litigation,
18 the impact it has had on all class members, I believe an enhancement of \$10,000 is fair and
19 reasonable.

20 14. I have been informed of and previously agreed to, in writing, of the attorneys' fee
21 sharing arrangement between Bartz Law Group APC (BLG) and United Employees Law Group
22 PC (UELG), whereby BLG is entitled to receive 75% of the attorneys' fees received in this case,
23 and UELG is entitled to receive 25% of the attorneys' fees received.

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

26 Executed on April 2, 2025, at Moreno Valley, California.

27 Signed by:

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28 Sarai Corado