

Kane Moon (SBN 249834)
 Lilit Ter-Astvatsatryan (SBN 320389)
 Holly Williams (SBN 352269)
MOON LAW GROUP, PC
 725 S. Figueroa St., 31st Floor
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125
 E-mail: kmoon@moonlawgroup.com
 E-mail: Lilit@moonlawgroup.com
 E-mail: hwilliams@moonlawgroup.com

Attorneys for Plaintiff VERONICA
 ESPARZA RODRIGUEZ

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

VERONICA ESPARZA RODRIGUEZ,
 individually, and on behalf of all others similarly
 situated,

Plaintiff,

vs.

WELLNESS INNOVATION GROUP
 INCORPORATED, a California corporation; and
 DOES 1 through 10, inclusive,

Defendants.

Case No.: 23CV001695

COMPLEX CLASS AND REPRESENTATIVE
 ACTION

[Hon. Thomas W. Wills, Dept. 15]

**DECLARATION OF PLAINTIFF
 VERONICA ESPARZA RODRIGUEZ IN
 SUPPORT OF PLAINTIFF'S MOTION FOR
 FINAL APPROVAL OF CLASS ACTION
 SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
 Memorandum of Points and Authorities, the
 Declarations of Kane Moon, and Lluvia Islas in
 Support of Motion, and [Proposed] Order and
 Judgment]*

FINAL APPROVAL HEARING

Date: November 8, 2024

Time: 8:30 a.m.

Dept.: 15

DECLARATION OF VERONICA ESPARZA RODRIGUEZ

I, VERONICA ESPARZA RODRIGUEZ, declare as follows:

1. I am the named Plaintiff in this case. I am a former employee of Defendant Wellness Innovation Group Incorporated (“Defendant”). As such, I have personal knowledge of, or am informed and believe, the following facts herein stated. If called as a witness, I could and would testify competently to the following:

BACKGROUND OF EMPLOYMENT

2. I worked for Defendant as a quality control employee from approximately 2019 to March 2023. Throughout my employment, I typically worked five days each workweek and roughly eight or more hours each workday.

3. During my employment with Defendant, I realized that their wage and hour practices placed employees, including me, at a disadvantage. For instance, I was not paid for time spent in line waiting to clock-in for my shifts or when I underwent COVID screenings, and I was not reimbursed for my purchase of necessary supplies. Furthermore, during my employment for Defendant, I could not take timely uninterrupted meal periods and rest breaks.

DUTIES OF A CLASS REPRESENTATIVE

4. This lawsuit is not an individual lawsuit. It is a proposed class action. I understand that, if approved as a class representative in this matter, I have an obligation to do my best to look out for the interests of other class members, the current and former employees of Wellness Innovation Group who I am seeking to represent. I understand that my obligations to the class exist even when the class is certified solely as part of a class action settlement. It is my understanding that, as one part of this duty to the class, I cannot agree to a settlement to benefit myself to the exclusion of the rest of the class members. I have never asked my attorneys to simply settle this matter at any cost. Rather, I have asked them to obtain the best settlement they could within reason, and I believe that they have attempted to do so.

5. This case was filed about one and a half years ago. I have never asked to be relieved from my role as a proposed class representative. To the contrary, I have made myself available whenever my attorneys wanted to discuss aspects of my employment at Wellness Innovation Group, and I remain committed to seeing this matter through to the end.

1 6. I have conferred with my attorneys about the settlement proposed in this case. I am not
2 an accountant, but I understand the factors and risks that need to be considered when evaluating a
3 settlement.

4 7. Summing it all up in the simplest terms, I am asking to be stand-in for other employees
5 of Wellness Innovation Group. Because of that, I cannot quit on the Class, and I cannot put myself and
6 my interests before the Class. I accept these duties and request that I be approved as the class
7 representative for purposes of this amended Settlement.

8 COMMUNITY OF INTEREST: TYPICALITY AND ADEQUACY

9 8. I was an hourly non-exempt employee of Defendants and was subject to the same pay
10 structure and rules as all the other hourly non-exempt employees of Defendants.

11 9. I am not aware of anything special about me that would raise unique defenses to my claims,
12 as opposed to the claims of the class. I am also not suing for anything unique to me. Rather, my claims
13 are based upon the same facts that relate to the rest of the Class.

14 10. I do not believe that I have any conflicts with Class Members included in this proposed
15 Settlement. I do not have any intention to take any action that would place me in a position that is hostile
16 to other Class Members.

17 SERVICE AS A CLASS REPRESENTATIVE

18 11. I believe that were it not for my stepping forward and taking on the duties of protecting
19 the interests of other Defendant employees, it is likely that the interests of the class would neither have
20 been prosecuted, nor benefited. To my knowledge, other than the litigation encompassed by this proposed
21 Settlement, there is no other litigation, on a class or individual basis, concerning the claims in this lawsuit.
22 Nor has Defendant pointed to any.

23 12. I have assumed some long-lasting risk in prosecuting this case. Because it is so easy to
24 search for information online these days, I will face an increased risk that future employers will discover
25 information about this lawsuit online and have a negative reaction to learning that I sued an employer.
26 This may make it harder for me to obtain future employment or change jobs for a better opportunity.

27 13. I have devoted a substantial amount of my time, both before this lawsuit was filed and
28 also during its litigation to ensure a fair result for the employee class. This involved ongoing

communications and participation with my counsel during the course of this case.

14. My participation began with bringing certain issues that are involved in this matter to my counsel's attention, and explaining the factual background that was used to prosecute the claims in this case.

15. For example, I reviewed documents which I already had, I provided relevant documents to my counsel, and I explained those documents and related facts to my counsel to assist them in their review. I also assisted in identifying potential witnesses, including other employees, who might likewise have been of assistance.

16. My efforts continued after suit was filed. For example, I continued to identify employees and other witnesses to counsel, along with other information as to how they could be of potential use in this matter. I also discussed strategy with my counsel.

17. I also participated in the full day mediation.

18. After the mediation, a long-form settlement agreement was negotiated, and I reviewed it with my attorneys as well as I was able to ensure that its terms are likewise fair and adequate.

REASONABLENESS OF SERVICE PAYMENT

19. I understand the Settlement Agreement provides a proposed enhancement payment to me in the amount of up to \$7,500.00 for service as a Class Representative. I believe this amount is fair compensation to me for initiating and helping to prosecute this case, for my effort and time on this case, and for the substantial risks I undertook with respect to agreeing to be a named Plaintiff, including the negative impact this role could have on my future employability. For example, a search of my name will reveal this employment class action, and as a result, many employers will likely forego hiring me. In addition, under the Settlement Agreement I have signed a general release of any and all individual, class, and representative claims I have against Defendant, including known and unknown claims, and have waived my rights under section 1542 of the California Code of Civil Procedure.

20. As explained above, I have, and will continue to be, actively involved in assisting my attorneys to support this litigation.

21. Throughout and prior to initiating this case, I engaged in lengthy conversations with my attorneys about all aspects of the case; identified potential witnesses and provided relevant documents to

1 my attorneys, including policy documents and records I had received during my employment; promptly
2 responded to all of my attorneys' inquiries about my employment with Defendant and first-hand
3 information as to Defendant's practices, its ownership and corporate structure, and its wage-and-hour
4 policies and practices; requested regular case updates from my attorneys; asked my attorneys questions so
5 that I understood the legal process; and discussed the mediation and terms of the proposed Settlement
6 Agreement with my attorneys. In sum, I believe I have provided roughly 35 hours of my time during the
7 course of this litigation to ensure a good outcome for the Class.

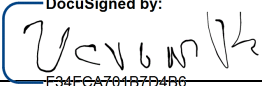
8 22. I do not believe that I have any conflicts with Class Members included in this proposed
9 Settlement.

10 23. My goal in bringing this lawsuit was to obtain a recovery on behalf of the Class, and,
11 even more importantly, to put an end to what I believe are illegal practices on the part of Defendant.

12 24. I am glad I had the opportunity to represent the Class in this lawsuit and that I was able
13 to recover money through the proposed Settlement Agreement for the Class.

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

16 26. Executed this 10/14/2024 at Salinas, California.

17
18 
19

20
21
22
23
24
25
26
27
28
F34FCA701B7D4B6...
Vernonica Esparza Rodriguez, "Declarant"