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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

RILEY J. SMALL, individually, and SHARESE
CASEY, individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

RIDGECREST REGIONAL HOSPITAL, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: BCV-23-102418

[Assigned for All Purposes to Hon. Thomas S.
Clark, Dept. 17]

CLASS ACTION

**DECLARATION OF RILEY J. SMALL IN
SUPPORT OF MOTIONS FOR APPROVAL
OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Date: February 24, 2025
Time: 8:30 a.m.
Courtroom: Dept. 17

Action Filed: July 26, 2023
Trial Date: Not Set

DECLARATION OF RILEY J. SMALL

I, RILEY J. SMALL, declare as follows:

1. I am a named Plaintiff in this case. I am a former employee of the named defendant, RIDGECREST REGIONAL HOSPITAL ("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:

JOB DUTIES AND EXPERIENCES

2. I worked for Defendant during the Settlement Class Period. My employment began on or about March 2021 and ended on or about April 2022. I held the job position of radiology technologist that is at issue in this case and included within the class.

3. My job duties included work as a technician in the radiology department.

4. I experienced several issues related to wages and working conditions, including:

- (a) My time was rounded to the nearest quarter hour during the period when I was employed by Defendant. This made it difficult to compare my time worked to my paid time, since my paychecks did not accurately state my worked hours. I am concerned that this alteration of my timeclock punches caused underpayments to me.
- (b) I had to pass through a temperature check station before entering work. I was off the clock when this happened.
- (c) I had to complete a COVID survey before clocking in for work. The survey was on the timeclock, but it had to be completed before I could clock in for my shift.
- (d) I was routinely given assignments by coworkers and managers while walking to the timeclock to clock in for my shift.
- (e) I had to complete a 2-hour online training course and a 1-hour in-person training course while off the clock.

- (f) There was a long wait to clock in at the timeclock. Employees checked their hours for the week, their PTO hours, and their shift start and end times on the timeclock. On Fridays, the delays were longer than other days, so the wait to clock in could be five minutes or more.
- (g) I had to coordinate my meal breaks to be sure that another employee was available to cover while I was out. There were fewer employees on site on the weekends, so this often led to low coverage and missed meal breaks. When the department was understaffed, I either took a short meal break or missed it altogether due to having too much work. I was regularly interrupted on my meal breaks with new tasks, requests for help, or questions about patients. I would sometimes receive assignments from supervisors or coworkers while on my meal break.
- (h) I had to coordinate my rest breaks to be sure that another employee was available to cover while I was out. Since the department was understaffed on the weekends, I was often unable to take rest breaks on weekends. I missed about two rest breaks each week on weekdays and most of my rest breaks on weekends.
- (i) Any meal period premium payments I received were only paid at my base hourly rate, without including any other compensation earned during the pay period.
- (j) I was required to purchase scrubs for work, but I was not reimbursed for those purchases.

DUTIES OF A CLASS REPRESENTATIVE

5. 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 Defendant 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.

6. This case was filed about one- and one-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 Ridgecrest, and I remain committed to seeing this matter through to the end.

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

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

COMMUNITY OF INTEREST: TYPICALITY AND ADEQUACY

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

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

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

SERVICE AS A CLASS REPRESENTATIVE

12. I believe that were it not for my stepping forward and taking on the duties of protecting

the interests of other Defendant employees, it is likely that the interests of the class would neither have been prosecuted, nor benefited. To my knowledge, other than the litigation encompassed by this proposed Settlement, there is no other litigation, on a class or individual basis, concerning the claims in this lawsuit. Nor has Defendant pointed to any.

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

14. I have devoted a substantial amount of my time, both before this lawsuit was filed and 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.

15. 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.

16. 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.

17. 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.

18. I spent many hours answering questions from my attorneys before the mediation in this matter. I was available on the day of the mediation to answer any questions that arose.

19. 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.

20. In sum, I believe I have provided well over 30 hours of my time during the course of this litigation to ensure a good outcome for the best interests of the class.

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

22. I have no relationship with the Settlement Administrator, Phoenix Settlement Solutions. I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on 12/27/2024, in California.

DocuSigned by:
RILEY SMALL
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RILEY J. SMALL, "Declarant"

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., Suite 3100, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **DECLARATION OF RILEY J. SMALL IN SUPPORT OF MOTIONS FOR APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

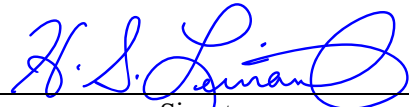
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Facsimile: (805) 248-7209

Counsel for Defendant

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.
- ☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on **January 22, 2025**, at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature