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Attorneys for Plaintiffs ANGELICA ESMERALDA LEYVA and

MICHELLE DELAROSA, on behalf of themselves

and all others similarly situated and aggrieved,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MERCED

ANGELICA ESMERALDA LEYVA, and
MICHELLE DELAROSA as individuals, and
on behalf of all others similarly situated and
aggrieved,

Plaintiffs,

v.

COMMUNITY HEALTH CENTERS OF
AMERICA, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23CV-03293

[Assigned for all purposes to Hon. Stephanie
Jamieson, in Dept. 8]

**DECLARATION OF PLAINTIFF
ANGELICA ESMERALDA LEYVA IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

DECLARATION OF ANGELICA ESMERALDA LEYVA

1. I am a party to this action and reside in the State of California. I am fully competent to make this declaration. I have personal knowledge of the facts set forth herein, except for those stated on information and belief, and as to those I am informed and believe them to be true. If called upon to testify, I could and would testify as set forth herein.

2. I make this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class and Representative Action Settlement.

3. I was employed by defendant Community Health Centers of America ("Defendant") as a non-exempt, hourly paid employee, specifically as a medical assistant, with duties that included, but were not limited to, basic patient care and answering phone calls and emails, in California from approximately February of 2023 through July of 2023.

4. I am informed and believe that, throughout my employment with Defendant, I, and other non-exempt employees of Defendant were not paid all wages owed because we were not paid for all time under Defendant's control, or for which we were suffered or permitted to work by Defendant. In addition, I am informed and believe we were not paid all overtime hours worked at the overtime rate of pay owed due to, without limitation, failure to record all time worked and failure to pay for off-the-clock work.

5. During my employment with Defendant, I often took meal periods that were after the fifth hour, short, or not duty-free. I witnessed other non-exempt employees with my job duties often taking meal periods that were after the fifth hour, short, or not duty-free, as well.

6. I do not recall receiving any premium pay for the full, timely and uninterrupted meal periods I was not provided an opportunity to take and am informed and believe that my coworkers were not provided premium pay for not being provided with the opportunity to take full, timely and uninterrupted meal periods either.

7. I do not believe I was provided with opportunities to take full, uninterrupted 10-minute rest periods while working with Defendant and am informed and believe my coworkers were often not provided with such an opportunity, either.

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1 8. I do not recall receiving any premium pay for the full rest breaks I was not provided
2 an opportunity to take and am informed and believe that my coworkers were not provided
3 premium pay for not being provided with the opportunity to take full, uninterrupted 10-minute rest
4 periods, either.

5 9. I do not recall that I was reimbursed for my work-related expenses, such as work-
6 related use of personal cellphone, and am informed and believe my coworkers were often not
7 provided with reimbursements for their work-related expenses, either.

8 10. Before and during the course of litigation, I was actively involved in assisting my
9 attorneys to support the wage and hour claims asserted. My involvement began before the initial
10 complaint was filed wherein, I provided first-hand knowledge and documentation as to
11 Defendant's practices, their ownership and corporate structure, and their wage and hour policies
12 and practices.

13 11. Part of the information I relayed was with regard to Defendant's timekeeping policies
14 and practices, and their meal and rest period policies and practices.

15 12. I provided them with all the documentation provided to me by Defendant during my
16 employment.

17 13. I assisted in reviewing time and payroll records with my attorneys, and informed them
18 of Defendant's employment policies, and whether those policies matched Defendant's practices.

19 14. My attorneys called me to ask me questions over several times throughout the
20 litigation and I contacted my attorneys several times to stay updated on the case and offer my
21 assistance on any matters I could be helpful with. I was also available for mediation by telephone,
22 during which I was available to be called to answer the questions posed by the mediator regarding
23 the asserted claims, as well as arguments raised by Defendant. In addition, I worked with my
24 attorneys over the next several months after mediation to understand and execute a long form
25 settlement agreement.

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28 15. Over the past several months since the case has been resolved, I have stayed in touch

1 with my attorneys to ensure that there was no undue delay in payment for other class members for
2 whom I brought this Action.

3 16. I believe that, through the present, I have spent at least twenty-four (24) hours in
4 connection with this matter, which included time spent having preliminary calls with my
5 attorneys; doing an intake with my attorneys; time spent searching for documents relating to my
6 employment; time spent responding to informal discovery; time spent reading and understanding
7 the Settlement Agreement; time spent answering calls to discuss Defendant's timekeeping, pay,
8 meal and rest periods, and to review time and payroll records; time spent discussing with my
9 attorneys Defendant's policies and practices; time spent on-call at mediation; and time spent
10 checking in on the status of the case, among other things. I also spent time preparing this
11 declaration to support Plaintiff's Motion for Preliminary Approval of Class and Representative
12 Action Settlement.

13 17. I feel that by bringing this lawsuit, I could stand up for not only my rights but the
14 rights of other employees who suffered from the same unfair wage practices. I felt that current
15 employees might not want to share their experiences with Defendant since they feared losing their
16 jobs. This is certainly understandable as I, too, have to provide for myself and others.

17 18. By bringing this lawsuit, I have put the interests of the class ahead of my own.

18 19. I understood that I could possibly earn a small enhancement if this case is resolved
19 favorably. I also knew that I could face retaliation from Defendant and backlash from former
20 coworkers who are loyal to Defendant.

21 20. I also had to provide a general release of claims and a waiver of rights under
22 California Civil Code section 1542 to Defendant as part of the settlement.

23 21. I understand that if I had brought this case individually, I may have earned more
24 compensation individually and on a much quicker timeline than the timeline it took to resolve this
25 Action.

26 22. I understood the substantial risks involved in serving as the Class Representative
27 and undertook these risks knowing there was no certainty regarding the outcome of the case.

28 23. My goal in bringing this lawsuit was to obtain a recovery on behalf of the class,

1 and, even more importantly, to put an end to what I believe are illegal practices on the part of
2 Defendant. I believe I have achieved both through this lawsuit and settlement.

3 24. I have no interest in or conflict with the *cy pres* recipient, Alliance for Children's
4 Rights.

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6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct this 08/24/2026, at 08/24/2026.

8 *Angelica Leyva*
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11 ANGELICA ESMERALDA LEYVA
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