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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

VERONICA CORREIA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

OMNI FAMILY HEALTH, a California non-profit corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. BCV-24-100740

DECLARATION OF VERONICA CORREIA IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT UNDER CALIFORNIA LABOR CODE § 2698 ET SEQ.

Date: November 10, 2026
Time: 8:30 a.m.
Dept: 17

Complaint Filed: March 1, 2024
Trial Date: None

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I, Veronica Correia, declare as follows:

1. I am an individual over the age of 18. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I am the named plaintiff in the above-reference action and submit this declaration in support of the Motion for Approval of PAGA Settlement. Before signing the PAGA Settlement Agreement ("Settlement Agreement" or "Agreement"), I discussed the terms of the Agreement with my attorneys. I believe that this settlement is fair, adequate, and reasonable.

3. I worked for Defendant Omni Family Health ("Defendant" or "Omni") as a full-time Medical Assistant at its Brimhall Health Center from approximately September 20, 2021, through July 7, 2023. Throughout my employment, I was paid on an hourly basis and classified as a non-exempt employee. I also earned non-discretionary incentive compensation, including Quarterly Incentives.

4. Based on my review of my pay records, I believe Omni did not calculate my overtime and sick pay using the correct regular rate of pay. When I worked overtime during a quarter for which I received a Quarterly Incentive, Omni calculated my overtime compensation at one and one-half times my base hourly rate without including the Quarterly Incentive. Omni also did not later provide a true-up payment to account for the incentive. Similarly, when I used paid sick leave during a quarter for which I received a Quarterly Incentive, Omni paid the sick leave at my base hourly rate without including the incentive in the calculation.

5. Because Omni did not include the Quarterly Incentive when calculating my overtime and sick pay, I believe I was not paid all wages due when my employment ended. I also believe my wage statements did not reflect the additional overtime and sick pay owed to me and, as a result, understated my gross and net wages and did not accurately identify all applicable hourly rates of pay.

6. I filed this lawsuit with no guarantee of personal benefit. I brought this case because I was concerned that Omni was not treating its employees fairly, including by failing to pay all wages owed and failing to provide proper breaks. I hoped that, by coming forward, I could help bring about changes to Omni' policies and better protect the working conditions of my former co-

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workers and workers in general.

7. I understood that, by bringing this action, I was stepping into the shoes of the state labor agency and representing other hourly employees of Omni. I believe that my interests have been and continue to be aligned with the hourly employees I represent in this lawsuit. I do not have any interests that are adverse to the interests of my co-workers.

8. I understood that, as the PAGA Representative, I was responsible for protecting the interests of the other aggrieved employees and placing those interests ahead of my own. I therefore made it a priority to remain actively involved throughout the case. I estimate that I devoted at least 50 hours to this matter, including: (1) participating in telephone conferences with my attorneys and their staff regarding the claims, developments, and status of the case; (2) reviewing key documents prepared on my behalf, including the Complaint, PAGA Notice, and demand for arbitration; (3) reviewing and verifying my discovery responses; (4) searching for and providing documents concerning my employment and Omni's Quarterly Incentive Plan; (5) preparing for and attending my in-person deposition; (6) making myself available for the mediation; (7) reviewing and executing the Settlement Agreement; and (8) reviewing and signing this declaration in support of the Settlement.

9. I did not make the decision to file a lawsuit lightly. I was concerned about the attention that a publicly filed lawsuit could bring and the possibility of retaliation, tension in the workplace, and negative treatment by supervisors or coworkers. I was also mindful that prospective employers might learn that I brought claims against Omni, which could affect my future employment opportunities. Even so, I believed it was important to pursue this case because the issues raised in it affected not only me, but other employees as well

10. Additionally, I am aware and have been aware from the inception of the case, that there is the risk that if I do not win this lawsuit, then I could be liable for Defendant's litigation fees and costs. If I had lost the case and been ordered to pay Defendant's litigation costs, it would have been financially devastating to me.

11. I understand that the Settlement Agreement provides a Service Award in the amount of $5,000.00. I believe this amount is fair and reasonable given the risks I have taken, the tasks I

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have performed, the time I have invested, and the real benefit which the State and Omni employees will receive from this action.

12. I understand my requested Service Award is subject to the Court's approval and discretion, and I respectfully request that the Court approve awarding it and approve me to serve as the PAGA Representative for Settlement purposes.

13. I have no relationship or affiliation with Legal Aid at Work, the designated *cy pres* recipient.

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

This declaration was executed on September 28, 2026, in Los Angeles, California.

Signed by:
Veronica Correia
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Veronica Correia