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[Additional Counsel Information on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

CHELSEY RICHARDSON, BETHANY
JEANNE REINKER, and CHARMAINE HUFF as
individuals and on behalf of all others similarly
situated and aggrieved employees,

Plaintiffs,

vs.

TELECARE CORPORATION, a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CV-24-006292

[Assigned for All Purposes to:
Hon. John R. Mayne, Dept. 21]

**DECLARATION OF BLAKE R. JONES IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEY'S FEES AND COSTS, AND
SERVICE PAYMENTS**

(Filed concurrently with Motion for Final
Approval; Supporting Declarations; and
[Proposed] Order)

Date: May, 29, 2026
Time: 8:30 a.m.
Dept.: 21

Action Filed: August 9, 2024
Trial Date: None Set

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Attorneys for Plaintiffs and the Class

1 I, Blake R. Jones, hereby declare as follows:

2 1. I am an attorney licensed to practice in California. I am the owner of Blake Jones Law,
3 PC, counsel of record for Plaintiff Charmaine Huff. I provide the following information based on my
4 own personal knowledge, unless otherwise indicated. If called to testify as to the facts within, I would
5 and could competently do so.

6 2. I graduated from the University of Missouri in 1996 with academic honors, and graduated
7 from Tulane Law School, magna cum laude, in 2000, where I served on the Moot Court Board. I began
8 working as an attorney that same year for Luce, Forward, Hamilton & Scripps, LLP. I left with his
9 mentor in 2004 to open the San Diego office of Hooper, Lundy & Bookman, where I became a partner
10 in 2008. I joined Gordon & Rees, LLP, in 2011 and served as a partner in its Employment Law practice
11 group until 2020. I joined Crosner Legal, P.C., on June 1, 2020, as “of counsel”, and served as its
12 managing litigation attorney from December 1, 2020 – September 12, 2022. As the managing litigation
13 attorney of Crosner Legal, I managed our entire wage and hour litigation practice group, overseeing
14 between 6-8 attorneys handling hundreds of Class and/or PAGA actions. In October 2022, I started my
15 own firm Blake Jones Law, PC, where approximately 70% of my practice consists of prosecuting wage
16 and hour class and representative actions. In short, I have represented both employees and employers in
17 several hundred cases in both state and federal courts, including at least a hundred wage and hour class
18 actions and Private Attorney General Representative Actions. I have obtained millions of dollars for
19 employees in these cases.

20 3. Among others, I have served as lead counsel in the following wage and hour class and
21 representative action settlements:

- 22 a. a \$2.85 million dollar wage and hour settlement in 2021 in *Valencia v. The Original*
23 *Mowbray's Tree Service, Inc.*, San Bernardino Cty. Super. Ct. Case No. CIVDS1825518;
24 b. a \$900,000 wage and hour class action settlement in 2022 in *Cannon v. Trustaff Travel*
25 *Nurses, LLC*, Alameda County Super. Ct. Case No. RG20057959;
26 c. a \$1 million wage and hour class action settlement in 2022 in *Duong v. Loan Factory, Inc.*,
27 Santa Clara Cty. Super. Ct., Case No. 21CV382467;
28

- d. a \$667,500 wage and hour class action settlement in 2022 in *Kapusta v. Cardinale Motors SLO, Inc.*, Kern Cty. Sup. Ct., Case No. BCV-20-101593;
- e. a \$800,000 settlement in 2022 in *Avila v. Shannon Ranches, Inc.*, Lake County Sup. Ct., Case No. CV418366;
- f. a \$850,000 settlement in 2023 in *Reed v. Williams-Sonoma Stores, Inc.*, San Francisco Super. Ct., Case No. CGC-22-598118;
- g. a \$3.7 million dollar settlement in 2023 in *Cannon v. Pasadena Hospital Assoc.*, Los Angeles Cty. Super. Ct., Case No. 19STCV14554;
- h. a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, San Bernardino Cty. Super. Ct., Case No. CIVDS2023369;
- i. a \$2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Los Angeles Cty. Super. Ct., Case No. 21STCV00925;
- j. a \$2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, San Bernardino Cty. Super. Ct., Case No. CIVDS1931464.;
- k. a \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, San Francisco Cty. Super. Ct., Case No. CGC-21-596378;
- l. a \$1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Los Angeles Cty. Super. Ct., Case No. 21STCV05707; and
- m. a \$1.3 million wage and hour class action settlement in 2023 in *Ellsworth, et al. v. Hallcon*, Los Angeles Cty. Super. Ct., Case No. 20STCV06618.

4. Plaintiff Huff contended that during the Class Period, Defendant occasionally failed to provide her and the Class Members with compliant meal periods primarily due to the nature of the work and the lack of coverage. Defendant argued that any decision to forego or take a late/shortened meal period was voluntarily made by Plaintiff Huff and the Class Members. In support of its position, Defendant relies on its meal period policy during the Class Period, which is compliant with California law. The policy further expressly required employees to record their meal periods and direct them to submit a “Time and Attendance Edit Request” form any time that they are unable to take a compliant

1 meal period. Defendant's sampling also showed that Defendant paid approximately \$815,000 in meal
2 period premiums for the sampled employees.

3 5. Plaintiff Huff similarly contended that during the Class Period, Defendant occasionally
4 failed to provide Plaintiff and the Class Members with compliant rest periods primarily due to the nature
5 of the work and the lack of coverage. Plaintiff Huff contended that she frequently was not able to take
6 rest periods. In response, Defendant argued that Plaintiff Huff and the Class Members always received
7 an opportunity to take rest periods, and that it never did anything to discourage them. In support of its
8 position, Defendant relied on its rest period policy utilized during the Class Period which is compliant
9 with California law. The policy provided employees with an opportunity to take a 15 minute
10 uninterrupted paid meal period every 3.5 hours or major fraction thereof, 50% longer than 10 minute rest
11 periods required by California law. It also required employees to submit a "Time and Attendance Edit
12 Request" form any time that they are unable to take a compliant rest period. Defendant's sampling
13 further showed the payment of rest period premiums on occasions where employees had submitted these
14 forms.

15 6. Plaintiff Huff asserted that Defendant failed to pay minimum wages/overtime for all
16 hours worked. In particular, Plaintiff worked at Gladman Mental Health and Rehabilitation Center
17 ("Gladman"), a small 40 bed facility. She was required to walk through two sets of locked doors each
18 day before reaching the time clock and clocking in. In response, Defendant argued that these security
19 measures were limited to the facility where Plaintiff worked. Defendant further contended that the
20 process of unlocking the doors to enter the facility only took a few seconds more than having to pass
21 through unlocked doors. Consequently, Defendant argued that this is not compensable work time and no
22 different than any worker entering his or her worksite

23 7. Plaintiff Huff asserted that Defendant failed to reimburse her and the Class Members for
24 use of their personal cellular phones for work. Specifically, Plaintiff Huff contended that she was
25 required to use her cellular phone to send/receive messages regarding scheduling and to access an
26 application, UKG Pro Classic, to obtain information on performance reviews, pay records, and other
27 human resources related information. In contrast, Defendant argued that Plaintiff and the Class Members
28 were not required to use their personal cellular phones for work. Defendant contended that work

1 schedules were physically posted at Plaintiff's facility and any texting with supervisors or coworkers
2 regarding scheduling changes was voluntarily done by Plaintiff for her own convenience. Similarly,
3 Defendant argued that employees were not required to download and use the UKG Pro Class
4 application, and that employees could access the information from a work computer. Defendant
5 contended that any employee's decision to download the app on to their cellular phones was voluntarily
6 done for the employees for their own convenience.

7 8. I have been intimately involved in this action since its filing. Based on my investigation
8 into the issues of this case, I support the Settlement as fair, reasonable, and adequate, and in the best
9 interest of the Class as a whole.

10 9. My firm has incurred costs to date in prosecuting the underlying action totaling
11 \$15,947.60, including: (1) \$1,777.60 to One Legal for filing fees and service; (2) \$3,975.00 to Judicate
12 West for mediation; (3) \$10,120.00 to Plaintiff's experts for the damages analysis; and. (4) \$75 to the
13 LWDA for the PAGA Notice fees. Attached hereto as Exhibit 1 is true and correct copy of my firm's
14 Cost Ledger reflecting these expenses.

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

17 Executed on April 15, 2026 at San Diego, California.

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20 Blake R. Jones
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EXHIBIT 1

Richardson v. Telecare Corp
(Stanislaus Superior Court Case No. CV-24-006292)

Blake Jones Law PC
Cost Ledger

VENDOR	AMOUNT	DISCRIPTION
One Legal	\$1,777.60	E-Service Provider and Court Fees
Judicate West	\$3,975.00	Mediation Fees
LWDA	\$75.00	PAGA Notice
ERC Consulting	\$10,120.00	Expert Fees

Total Costs To Date: \$15,947.60