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Attorneys for Plaintiff RIGOBERTO DURAN RAMIREZ on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

RIGOBERTO DURAN RAMIREZ, individually and on behalf of himself and all other similarly situated,

Plaintiff,

v.

FYDAQ COMPANY, INC., a California corporation, and DOES 1-50, inclusive,

Defendants.

Case No. 30-2023-01355489-CU-OE-CXC

Assigned for All Purposes to:
Hon. Melissa R. McCormick
Dept.: CX104

DECLARATION OF PLAINTIFF RIGOBERTI DURAN RAMIREZ IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT, APPROVAL OF NOTICE TO CLASS MEMBERS, APPROVAL OF SETTLEMENT ADMINISTRATOR, AND SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT

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I, Rigoberto Duran Ramirez, declare as follows:

1. I am a named Plaintiff in this action. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. I worked for Defendants Kaiser Permanente International and Southern California Permanente Medical Group, Inc. (“Defendants”) as a non-exempt hourly medical assistant, in various locations throughout Orange County, from March 2012 through January 2022.

3. During my employment, I believe that I was not paid for all hours worked, including overtime, minimum wages, and on-call time pay, I was not timely paid all wages owed during employment, I was not timely paid all wages owed upon separation from employment, I was not provided accurate wage statements, I was not reimbursed for all necessary business expenses and I was not paid lawful sick leave. Based on my experience and observations of the policies and practices of Defendants, I believe other Class Members had similar experiences and suffered the same violations.

4. After meeting with my attorneys, I decided to file a class action and a PAGA lawsuit to seek relief for myself and all similarly situated employees. I agreed to serve as Class Representative.

5. On November 9, 2022, I submitted a letter to the California Labor Workforce Development Agency ("LWDA") alleging that Defendants: (1) failed to pay all wages for hours worked (including overtime and minimum wages); (2) failed to pay on-call time pay; (3) failed to timely pay wages during employment; (4) failed to provide accurate itemized wage statements; (5) failed to timely pay all wages owed upon separation from employment; (6) failed to reimburse business expenses; (7) failed to keep accurate records; and (8) failed to pay sick leave.

6. That same day, on November 9, 2022, I filed this class action in Orange County Superior Court titled *Shasity Ray Herrera v. Kaiser Permanente International, et al.*, Case No. 30-2022-01290908-CU-OE-CXC, alleging: (1) failed to pay all wages for hours worked (including overtime and minimum wages); (2) failed to pay on-call time pay; (3) failed to timely pay wages during employment; (4) failed to provide accurate itemized wage statements; (5) failed to timely pay all wages owed upon separation from employment; (6) failed to reimburse business expenses; and (7) unfair competition.

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7. On January 17, 2023, I filed a First Amended Complaint adding a claim for civil penalties pursuant to Private Attorneys' General Act Labor Code Section 2698 *et seq.*

8. On July 16, 2025, joined by plaintiffs Shasity Ray Herrera and Mark Prado, we filed a Second Amended Complaint alleging: (1) failure to pay minimum wages; (2) failure to pay overtime owed; (3) failure to pay on-call time pay; (4) failure to provide lawful meal periods; (5) failure to authorize and permit rest periods; (6) failure to timely pay wages during employment; (7) failure to timely pay wages owed at separation; (8) failure to reimburse necessary expenses; (9) knowing and intentional failure to comply with itemized wage statement provisions; (10) violation of the unfair competition law; (11) civil penalties pursuant to Private Attorneys' General Act Labor Code Section 2698 *et seq.*; and (12) violation of the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*.

9. I understood my duty as Class Representative was to actively participate in the case and keep apprised of its progress and to consider the Class's interests as I consider my own. I have worked diligently to fulfill these duties by assisting my attorneys in investigating and prosecuting this action on behalf of the Class. I do not believe, nor do I have any reason to believe, that my interests in this lawsuit are in conflict with or in any way antagonistic to the interests of my fellow Class Members.

10. I understood the risks of serving as Class Representative, including potential liability for Defendants' costs/fees and reputational harm that could affect future employment prospects. Despite these risks, I felt obligated to pursue this case to vindicate our rights and recover wages owed.

11. As a named Plaintiff in this action, I have provided significant assistance to Class Counsel in this case. Among other things, I provided factual background for the mediation and Complaints; reviewed the settlement documents; searched for and provided documents; reviewed documents with my attorneys; participated in calls to discuss litigation and settlement strategy; and made myself available for a full-day mediation. At no time did I ever have a guarantee of any personal benefit as a result of this case. On the contrary, I assumed significant risk in bringing this litigation, namely, had I lost, I could have been ordered to pay Defendants' costs, and my name will be attached to this lawsuit.

12. My attorneys provided me the proposed Class Action and PAGA Settlement, which I carefully reviewed and discussed with them before signing. As Class Representative, I have agreed to a

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broader release than other Class Members.

13. I am aware of the major details of the Settlement Agreement including the non-reversionary Gross Settlement Amount (GSA) of $7,930,000.00 and the requested allocations therefrom. Even though I strongly believe in the merits of the case that I have brought, I understand that there are no guarantees in litigation and there are significant legal hurdles to overcome to prevail in this action if this case continues to be litigated. Given these risks, I believe the Settlement is fair, adequate, and reasonable and is in the best interest of the Class.

14. It is my understanding that based upon my efforts as a named Plaintiff in this action, I am requesting a Class Representative Service Payment. I understand that any award is subject to the Court's discretion. I respectfully request that the Court grant this award to me in the amount of $2,500 for my service to the class and efforts in prosecuting this action, and in exchange for the broad general release that will enter into as part of the Settlement.

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

Executed on October 6, 2026 in Fullerton ca, California.

Firmado por:
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Rigoberto Duran Ramirez