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Counsel for Plaintiffs
AMANDA NUNEZ AND MARLISHA JAMES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

AMANDA NUNEZ and MARLISHA L.
JAMES, individuals, on behalf of themselves and
on behalf of all persons similarly situated,

Plaintiff,

vs.

UNIVERSITY HEALTHCARE ALLIANCE, a
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 23-CIV-05931

**DECLARATION OF MARLISHA L.
JAMES IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Dept: 4
Judge: Hon. Nancy LK. Fineman

Action Filed: December 14, 2023

1 I, Marlisha L. James, declare as follows:

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

5 2. On October 10, 2024, I filed a putative class action complaint in Alameda County
6 Superior Court, titled *James v. University Healthcare Alliance*, Case No. 24CV095252 (“James
7 Class Action”), asserting causes of action against Defendant for: (1) failure to pay minimum
8 wages; (2) failure to pay overtime owed; (3) failure to pay reporting time wages owed; (4) failure
9 to provide lawful meal periods; (5) failure to authorize and permit rest periods; (6) failure to
10 reimburse necessary expenses (7) failure to timely pay wages during employment; (8) failure to
11 timely pay wages owed upon separation from employment; (9) knowing and intentional failure to
12 comply with itemized wage statement provisions; and (10) violation of the unfair competition law.

13 3. On August 20, 2025, Plaintiff Amanda Nunez added me as a named plaintiff to this
14 class action, *Nunez v. University Healthcare Alliance* case, Case No. 23-CIV-05931 (“Nunez
15 Class Action”), by filing a Second Amended Class Action Complaint (1) adding me as a named
16 plaintiff, (2) adding the claims alleged in the James Class Action, (3) and maintaining the claims
17 alleged in the Nunez Class Action.

18 4. I worked for Defendant as an hourly, non-exempt employee at its health and call
19 centers from April 2018 to July 2023.

20 5. I allege that during my employment Defendant, *inter alia*, failed to provide
21 compliant meal and rest breaks, failed to pay all minimum and overtime wages owed, failed to pay
22 reporting time wages owed, failed to pay all wages due during employment and upon termination,
23 failed to provide complete and accurate wage statements, and failed to reimburse for necessary
24 expenses. This was true for myself and my fellow Class Members.

25 6. I understand that, as a Class Representative, I have a duty to look out for and
26 protect the interest of the Class as a whole. I do not believe, nor do I have any reason to believe,
27 that my interests in this lawsuit are in conflict with or in any way antagonistic to the interests of
28 my fellow Class Members.

1 7. As one of the named Plaintiffs in this action, I have provided significant assistance
2 to Class Counsel in this case. Among other things, I provided factual background for the
3 Complaint; spoke with other class members about their experiences working for Defendant;
4 provided documents; and participated in calls to discuss litigation. At no time did I ever have a
5 guarantee of any personal benefit as a result of this case. On the contrary, I assumed significant
6 risk in bringing this litigation, namely, had I lost, I could have been ordered to pay Defendant's
7 costs, and my name will be attached to this lawsuit.

8 8. It is my understanding that based upon my efforts as one of the named Plaintiffs in
9 this action, I am eligible for a Class Representative Service Payment. I respectfully request that
10 the Court grant this award to me in the amount of \$15,000.00 for my service to the class and
11 efforts in prosecuting this action.

12 9. I am aware of the major details of the Settlement Agreement including the non-
13 reversionary Gross Settlement Amount (GSA) of \$1,950,000.00 and the requested deductions
14 therefrom. Even though I strongly believe in the merits of the case that I have brought, I
15 understand that there are no guarantees in litigation and there are significant legal hurdles to
16 overcome to prevail in this action if this case continues to be litigated. Given these risks, I believe
17 the Settlement is fair, adequate, and reasonable and is in the best interest of the Class.

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

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21 Executed on 09/18/25 in Oakland, California.

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23 
Marlisha L. James (Sep 18, 2025 17:55:46 PDT)
24 Marlisha L. James
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