

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
MARIA RODRIGUEZ

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

MARIA RODRIGUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CLINICAS DEL CAMINO REAL, INC., a
California nonprofit corporation; and DOES 1
through 100, inclusive,

Defendants.

MARIA RODRIGUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CLINICAS DEL CAMINO REAL, INC., a
California nonprofit corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 2024CUOE020097
(Consolidated with Case No.:2024CUOE023496)

*[Assigned for all purposes to the Hon. Charmaine
Buehner, Dept. J4]*

**DECLARATION OF PLAINTIFF MARIA
RODRIGUEZ IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 29, 2025
Time: 8:30 a.m.
Dept.: J4

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I, MARIA RODRIGUEZ, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendant Clinicas Del Camino Real, Inc. (“Defendant”) as an hourly, non-exempt employee from approximately January 2006 through approximately December 13, 2023 as a Licensed Vocational Nurse. During my employment, I, along with the other hourly, non-exempt employees, was required to follow Defendant’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Defendant, I was not paid for all my time worked. Specifically, Defendant would only pay me to my scheduled shift, despite me performing work duties before and after my scheduled shift. For example, Defendant required me to communicate and coordinate with other non-exempt employees about staffing needs outside of my scheduled work hours and required me to check and report the temperature of medical equipment outside of my scheduled work hours. I was unable to track these duties as time worked. As such, I do not believe I was compensated for all required minimum and overtime wages owed.

4. I also do not believe I received all meal and rest breaks to which I was entitled. Specifically, as a result of the work demands imposed by Defendant, my meal breaks were often late, short and/or interrupted. Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks. Despite all of this, I was not paid meal period or rest period premiums.

5. Because of all of the above issues at work, I do not believe I received accurate, itemized wage statements.

6. I was not reimbursed for using my personal cellular phone to discharge my job duties.

7. I have worked closely with my lawyers on this case. Shortly after retaining my lawyers, I gave written approval for the attorney fee split. I answered all of their questions about my employment

1 and made myself available to speak and meet with my lawyers whenever I was needed, including the
2 entire day of the mediation on June 2, 2025 and throughout the settlement process.

3 8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
4 my former co-workers and the current employees of Defendant by helping them recover money owed
5 to them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees
6 would not have to take on. For example, I knew that there was a risk that I could be liable for
7 Defendant's costs if we lost the case. Even though I understood that joining a lawsuit is a public record
8 and could stigmatize me and may affect my future employability, I accepted that burden for the benefit
9 of other employees of Defendant because I wanted Defendant to pay its current and former employees
10 for all unpaid wages according to the law and face consequences for not doing so.

11 9. I have been actively involved in this case since joining this lawsuit. Without revealing
12 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
13 numerous occasions. I estimate that I have spent approximately 7-9 hours meeting with my lawyers
14 concerning the case and my responsibilities as a class representative, which included, among other
15 things, gathering various employment and non-employment related documents for use in the lawsuit,
16 reviewing documents with my lawyers and answering their questions, answering follow up questions
17 and providing guidance regarding Defendant's timekeeping, break schedules, reimbursement protocols,
18 and other policies and procedures that Defendant required me and the hourly employees to follow, and
19 helping develop a strategy as to what documents/information to obtain from Defendant. In connection
20 with the settlement in this case, I spent additional time reviewing the settlement agreement and
21 discussing the agreement and approval process with my attorneys. I made sure to ask my lawyers any
22 questions I had about the terms of the settlement agreement because I wanted to understand everything
23 before I signed it.

24 10. As part of the proposed Settlement, I have also agreed to a full general release of claims
25 related to my employment with Defendant that extends beyond the release of claims applicable to
26 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
27 known or unknown, under federal, state, or local law against Defendant.
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1 11. I believe my claims are typical of the members of the Class because they were required
2 to follow the same policies and procedures I was required to follow when I worked for Defendant. I
3 believe Defendant's policies and procedures were the same for all hourly employees in California.
4 Since the same policies and procedures applied to me also applied to the other hourly, non-exempt
5 employees, I believe they were not paid for all wages earned, did not receive all meal and rest periods
6 or premiums for missed breaks, did not receive accurate wage statements, and were not reimbursed for
7 cellular phone expenses.

8 12. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt
9 employees. I understand that as the proposed class representative, I am responsible for representing
10 the interests of all members of the class in litigation to recover money damages for the Class and I
11 consider the interests of the Class and put the interests of the Class before my own interests.

12 13. I understand that my attorneys will request that the Court award me Service Payment of
13 \$10,00.00 for my service and efforts on the case. This proposed \$10,000.00 Service Payment is not
14 contingent upon me supporting the proposed Settlement.

15 I have reviewed this written statement and fully understand all of its contents. I declare under
16 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

17 Executed on August 28, 2025 at Oxnard, California.

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Maria Rodriguez (Aug 28, 2025 15:43:34 PDT)

20 MARIA RODRIGUEZ
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