

1 **JUSTICE FOR WORKERS, P.C.**

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10
11 CHRISTIAN DEREFIELD, individually and
on behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 OCCUPATIONAL HEALTH CENTERS OF
15 CALIFORNIA, A MEDICAL
CORPORATION, a California corporation;
16 and DOES 1 through 50,

17 Defendants.

Case No.: 24STCV01784

[Assigned for All Purposes to:
Hon. Theresa M. Traber, Dept. 1]

**DECLARATION OF CHRISTIAN
DEREFIELD IN SUPPORT OF
MOTION FOR FINAL 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: August 31, 2026

TIME: 10:30 a.m.

DEPT: 1

Action Filed: January 23, 2024

Trial Date: None Set

1 I, Christian Derefield, hereby declare as follows:

2 1. I am an individual over the age of 18 year and the named Plaintiff in the above-
3 captioned matter. This declaration is submitted in support of approval of the proposed class action
4 settlement (“Settlement”) reached in this case. I have personal knowledge of the facts contained in
5 this declaration, and if called as a witness, could and would testify as to their accuracy.

6 2. I was employed by Defendant Occupational Health Centers Of California, a Medical
7 Corporation (“Defendant”) as a non-exempt, hourly paid Physician Assistant from approximately
8 2018 to approximately October 31, 2023. During my employment with Defendant, I was subject to
9 Defendant’s wage and hour policies and practices that are at issue in this case.

10 3. Specifically, I received various non-discretionary incentive compensation, including
11 on-call incentives, which I believe were not factored into the regular rate pay, I was on controlled
12 standby while I was on call for Defendant but Defendant failed to pay me at least minimum wages
13 for the time I spent on call, I traveled between Defendant’s clinics in the same workday and I was
14 not paid, I was so busy with work that I was not able to take my meal and rest breaks, and I was not
15 reimbursed for mileage or cellphone expenses. As a result of the foregoing issues, I believe I
16 received inaccurate wage statements and was not paid all wages when my employment with
17 Defendant ended. I believe other non-exempt employees of Defendant were subject to the same
18 policies and procedures discussed above and that my claims against Defendant for unpaid wages
19 and statutory and civil penalties are typical of Class Members’ claims.

20 4. I have been actively involved in this case since I first retained Justice for Workers,
21 P.C. (“JFW”) in December 2023. Without waiving the attorney-client privilege, prior to filing this
22 lawsuit, my attorneys explained my role and responsibilities as a Class Representative, and I
23 understand my responsibilities as a Class Representative. Since retaining my attorneys, I have had
24 many discussions and meetings with the attorneys and staff at JFW, discussions regarding
25 Defendant’s wage and hour practices and my claims in this case, litigation strategy, updates on how
26 the case was proceeding, the Settlement, and how I could help the case and potential Class
27 Members. I also gathered and reviewed documents for use in the lawsuit and reviewed relevant
28 documents with my attorneys. I also understand that as part of the Settlement, I have agreed to a

1 general release of claims against Defendant, which is broader than the release of claims agreed to by
2 other Class Members.

3 5. Furthermore, there is no conflict between my interests and the interests of the class
4 that I am seeking to represent. My interests are entirely coextensive with the interests of the Class. I
5 allege that I was injured by the same company-wide policies and practices to which the proposed
6 Class was subjected and seek the same relief. I have already demonstrated my ability to advocate
7 for the interests of the Class by initiating this litigation, undertaking extensive class discovery, and
8 evaluating the proposed settlement to assure that it is fair.

9 6. I understood that at the time I filed this action, as a Class Representative, I owed a
10 duty to the putative class members to faithfully prosecute this action with their best interests at the
11 forefront of every decision. I understood that I could not make any decision in this action for the
12 sole benefit of my personal interest. I understood that in executing this duty, I might have been
13 asked to sacrifice my personal best interests for the benefit of the interests of the putative class
14 members. Nevertheless, I knowingly and voluntarily undertook this duty in order to provide the
15 broadest possible relief for my former co-workers for what I perceived to be Defendant's unlawful
16 wage and hour practices. I believe that I faithfully executed the duties of a Class Representative
17 throughout this litigation and will continue to do until this litigation is fully and finally resolved.

18 7. I understand that my attorneys will request that the Court approve a service award
19 of \$10,000.00 for my efforts on behalf of the Class. I believe this amount is reasonable based on the
20 amount of time and effort I have devoted to this case, the risks I have undertaken as a Class
21 Representative including being sued by Defendant, and my general release of claims, as described
22 above. My support for the Settlement is not contingent on my receiving this service award.

23 8. I do not have any conflict of interest with the proposed Administrator, Phoenix
24 Settlement Administrators.

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

3 Executed on December 9, 2025 at Corona, California.

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6 
7 Christian Derefield