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Attorneys for Plaintiff ISIAIAH MA, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ISIAIAH MA, an individual; on behalf of
himself and all others similarly situated and
the general public,

Plaintiffs,

vs.

HERITAGE CLINIC AND THE
COMMUNITY ASSISTANCE PROGRAM
FOR SENIORS, a California corporation; and
DOES 1 to 100, inclusive,

Defendants.

Case No. 24STCV13396

[Assigned for All Purposes to:
The Hon. Carolyn B. Kuhl, Dept. SS12]

**DECLARATION OF PLAINTIFF AND
CLASS REPRESENTATIVE ISIAIAH MA
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: June 10, 2025

Time: 10:30 a.m.

Dept: 12

1 I, ISIAIAH MA, declare as follows:

2 1. I am over the age of eighteen and am the Class Representative Plaintiff in the
3 matter *Isaiah Ma v. Heritage Clinic and The Community Assistance Program for Seniors*. The
4 foregoing is based upon my personal knowledge and, if called as a witness, I could and would
5 competently testify thereto.

6 2. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval
7 of Class Action Settlement.

8 3. I was previously employed by Defendant from January 2023 through February
9 2024 and worked in California as a case manager. During my time working for Defendant, I was
10 subjected to the same wage and hour policies and practices that are at issue in this case, including
11 the Defendant's practice of failing to pay employees all wages owed, failing to provide meal
12 periods, failing to authorize and permit rest periods, failing to provide accurate wage statements,
13 failing to reimburse business expenses and related issues.

14 4. Since the beginning of this case, I have been closely involved in assisting my
15 attorneys with prosecuting this action and have done so diligently and aggressively since I filed
16 the Complaint in May 2024. Prior to getting involved in this case, I spoke with my attorneys for
17 many hours to understand the nature of the case and shared with my attorneys the wage and hour
18 violations that I experienced at Defendant. Before becoming involved in the case, I also spent
19 several hours acquainting myself with my duties and obligations as a class action representative,
20 and my role in prosecuting this case against Defendants.

21 5. After I became involved in this case, I assisted my attorneys in reviewing and
22 understanding the documents exchanged in discovery. I reviewed many of Defendant's payroll
23 records and policy documents with my attorneys and answered my attorneys' questions relating
24 to those documents.

25 6. As the parties were negotiating settlement of this case, I stayed in communication
26 with my attorneys throughout this time period and worked with my attorneys in answering any
27 questions they had to help them to achieve the best results possible to resolve this matter through
28

1 settlement. I made sure to always make myself available to answer any questions they had and
2 respond to case issues that came up throughout the settlement negotiation process.

3 7. On February 4, 2024, the parties attended Mediation in this case, and I was on-
4 call for the mediation, and spoke with my attorneys throughout the day to ensure that a fair
5 settlement was reached. Since the parties reached agreement on settlement, I have
6 communicated with my attorneys regarding the settlement terms, and spent many hours
7 reviewing the lengthy settlement agreement, and ensuring that the settlement agreement is fair to
8 all class members.

9 8. As detailed above, I actively participated in all stages of litigation and have been
10 continuously apprised of all aspects of this case.

11 9. I have been diligent, and I believe I acted above and beyond that which was
12 expected of me as a Class Representative throughout all stages of the litigation, up to and
13 including the settlement of this Class Action. I understand and agree to my fiduciary obligations
14 and responsibilities as a class representative, and I have agreed to act in the best interests of the
15 class in pursuing the claims alleged in this case. I also have no claims that are antagonistic to the
16 class, as my interests are aligned with all other class members to obtain the best possible
17 resolution for the class.

18 10. I believe that the Class Action Settlement and PAGA representative settlement in
19 the gross amount of \$333,000 obtained on behalf of the class is very good in view of the
20 complex and varied issues involved with the case. I took into consideration the strength and
21 weakness of the various claims for all employees and along with my attorneys agreed to the
22 settlement. I was prepared to sit for trial, if necessary. I strongly support the settlement in this
23 matter. When I was contemplating settlement, I always kept the best interests of the class and
24 the aggrieved employees in mind over my own and I was not willing to settle the matter until I
25 felt it was in the best interests of all class members and aggrieved employees.

26 11. In addition to performing work on this matter, I assumed a substantial risk in
27 serving as a class representative if the Defendant prevailed in this case. My willingness to
28 assume the financial risk was and is significant. Although I was confident in the merits of this

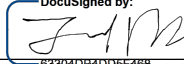
lawsuit, I do not have any significant savings to speak of, and bringing this lawsuit was a serious commitment on my behalf and exposed myself to considerable risk. My attorneys have advised me that California law provides that the losing party must pay the prevailing party's costs. As such, if the Defendant had prevailed in this case, I would have been subjected to a cost award in the amount of tens of thousands of dollars. Notwithstanding these risks, I chose to serve in my capacity as Class Representative and pursue all claims against Defendant.

12. Given the above, I believe a \$10,000 enhancement fee and general release payment is appropriate, fair and reasonable in this case.

13. I have been informed of and previously agreed to, in writing, of the attorneys' fee sharing arrangement between Bartz Law Group APC (BLG) and United Employees Law Group PC (UELG), whereby BLG is entitled to receive 62.5% of the attorneys' fees received in this case, and UELG is entitled to receive 37.5% of the attorneys' fees received.

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

Executed on March 26, 2025, in the City of Los Angeles, State of California.

DocuSigned by:

 63304D94DD6F468...
 Isaiah Ma