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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SANDRA BRAVO, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

FOOTHILL CHILD DEVELOPMENT SERVICES, INC., a California Corporation; and DOES 1 through 100,

Defendants.

Case No.: 24STCV18240

[*Case assigned for all purposes to Hon. Timothy Patrick Dillon, Dept. SSC-15*]

DECLARATION OF PLAINTIFF SANDRA BRAVO IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF CLASS AND PAGA SETTLEMENT

Date: January 13, 2027
Time: 10:00 a.m.
Dept.: SSC-15

Action Filed: July 23, 2024
Trial Date: None Set

DECLARATION OF SANDRA BRAVO

I, Sandra Bravo, 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 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. Defendant Foothill Child Development Services, Inc. ("Defendant") employed me as a non-exempt "Applied Behavior Therapist" from approximately November 2021 until approximately September 2026. My job duties included providing behavioral support services to children with disabilities and behavioral needs.

3. Throughout my employment with Defendant, I felt I was not paid for all the time I spent performing my work duties. Specifically, Defendant's timekeeping records did not account for the time I was required to arrive early for my scheduled appointments with clients and the time I spent travelling to various client appointments throughout my workday. I believe Defendant also did not compensate me for the hours that were recorded for me, creating further underpayment of my hours worked. Defendant also required that I made myself available for appointments during certain hours, without paying me for the time I spent waiting to be called. Moreover, Defendant's did not schedule any time for me to have breaks during the workday. Due to the nature of my job duties, I could not stop or pause sessions where I was providing one-on-one care for a client to have a meal or rest period. Since Defendant frequently scheduled me for back-to-back client appointments, with little time for transportation in between appointments, I frequently worked shifts without a meal or rest period. Specifically, I worked shifts longer than six hours without a 30-minute meal period and many shifts without any 10-minute rest periods. In addition to these issues, I had to use my personal cellular phone for work purposes without adequate compensation. I was required to respond to emails, calls, and text messages on my personal cellular phone, within the same day I received these messages, to communicate with Defendant's employees and with my respective clients' parents. There were many occasions

where I had to use my personal cellular phone's Wi-Fi to access the behavioral interventions I was required to review with my clients on the iPad Defendant provided.

4. I brought this lawsuit because I felt that Defendant was not following the law, and I wanted Defendant to comply with the law and treat its employees fairly. I feel that I have taken on a greater burden than any of the other settlement class members because I have been actively involved in the litigation since it began, and because it is my name that is attached to the lawsuit. Although I was aware that I would be filing a public lawsuit, I chose to move forward with the case anyway. Through my efforts, Defendant agreed to a settlement that will benefit current and former employees of Defendant, and I believe that I should be compensated for carrying the burden of this litigation for the benefit of the other employees, including the responsibility I accepted by serving as the named plaintiff, the public nature of my involvement, and my broader individual release.

5. I have been an active participant in this case since I first spoke with my attorneys. I provided information needed to investigate the case, discussed my work duties and experiences with my attorneys, reviewed case-related information, remained available to answer questions, assisted my attorneys in evaluating the claims and Defendant's defenses, I made myself available the day of mediation to answer any potential questions from the mediator, and stayed informed regarding the settlement. I also reviewed and discussed the settlement terms with my attorneys before agreeing to the settlement. Overall, I estimate that I spent approximately 15 to 20 hours on activities that helped lead to the resolution of this matter.

6. I have no interest, monetary or otherwise, in the settlement administrator, Apex Class Action, or the proposed *cy pres* recipient, Learning Rights Law Center. I did not select either Apex Class Action or Learning Rights Law Center because of any relationship or benefit to me, and I will not receive anything from Learning Rights Law Center. From Apex Class Action, I will not receive any benefit other than any Court-approved payment issued in the ordinary course of administering the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 5, 2026, at Pacoima, California.

Sandra Bravo (Oct 5, 2026 10:20:51 PDT)

Sandra Bravo