

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN 276490)
jgordon@haineslawgroup.com
Kristopher N. Tayyeb (SBN 320126)
ktayyeb@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

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

JOAQUIN MUNGUIA CERDA, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

PACIFIC CARE NURSING CENTER, a
California corporation; and DOES 1 through
100,

Defendants.

Case No.: 24STCV15500

*[Assigned for all purposes to the Hon. Laura
A. Seigle, Dept. 17]*

**SUPPLEMENTAL DECLARATION OF
JOAQUIN MUNGUIA CERDA IN
SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT**

Date: November 14, 2025

Time: 9:00 a.m.

Dept.: 17

Action Filed: June 20, 2024

Trial Date: None Set

1 **SUPPLEMENTAL DECLARATION OF JOAQUIN MUNGUIA CERDA**

2 I, Joaquin Munguia Cerda, declare as follows:

3 1. I am an individual over the age of 18 and am the named plaintiff in this matter
4 against Defendant Pacific Case Nursing Center (“Pacific Care”). This declaration is submitted in
5 support of approval of the Settlement Agreement reached in this case. I have personal knowledge
6 of the facts stated in this declaration and could testify competently to them if called upon to do
7 so.

8 2. I have worked for Pacific Care as a non-exempt Certified Nursing Assistant
9 (“CNA”) since approximately 2018.

10 3. While working for Pacific Care, I was subject to their wage and hour policies and
11 practices at issue in this case. During my employment, Pacific Care rarely relieved me and its
12 other non-exempt nursing staff of all of our duties during our meal breaks. Because many of the
13 patients staying at Pacific Care have serious medical issues, they often need help with basic life
14 tasks such as going to the bathroom, bathing, getting dressed and eating a meal. I had to monitor
15 my assigned patients to make sure that they are safe and cared for during my whole shift. Pacific
16 Care was often short-staffed, however, and did not have enough nurses to cover all its patients.
17 As a result, I could not leave my patients unattended while taking an off-duty 30-minute meal
18 break (or even a 10-minute rest break). I also often had to work through my meal breaks and I
19 do not believe I was paid for this time. Pacific Care’s timekeeping system required me to clock
20 out for a meal break and would not let me clock back in from my meal break until 30 minutes had
21 passed. But that did not mean I was actually able to take a full, uninterrupted meal break during
22 that time. Instead, I would often not be able to actually take a meal break when I clocked out and
23 either had to take one late or could not take one at all, or I would have my meal break interrupted
24 by having to care for patients. Pacific Care also often did not give me a second meal break when
25 I worked shifts longer than 10 hours. In addition to working through my meal breaks without
26 compensation, I was also required to work off-the-clock while working for Pacific Care, usually
27 after I clocked out for my shift. As a result of these timekeeping policies and practices, I was
28 forced to work off the clock and believe that I was not compensated for all of the hours that I

1 worked, and was not paid all minimum wages and overtime pay when I worked shifts more than
2 eight hours per day and/or forty hours per week.

3 4. During my employment with Pacific Care, I was also not always able to take full
4 10-minute rest breaks during my shifts because of work demands, similar to what happened with
5 my meal breaks. As a result of these violations, I understand that I was not provided with accurate,
6 itemized wage statements and did not receive all wages owed to me when I separated my
7 employment with Pacific Care.

8 5. When I filed this lawsuit, I understood that it could benefit my coworkers, other
9 Pacific Care employees, and the State of California by helping to recover penalties on their behalf
10 as a result of the alleged violations described above. I also understood that I was filing this case
11 as an “aggrieved employee” on behalf of myself and my fellow “aggrieved employees” as well
12 as the State of California.

13 6. When I filed this lawsuit, I knew there was a risk I could be liable for Pacific
14 Care’s costs if we lost the case. I also understood that filing a lawsuit is a public record. However,
15 I accepted those risks so that I could help recover penalties on behalf of other Pacific Care
16 employees and the State of California. Even though I assumed these risks, to date, I have not
17 suffered any actual adverse consequences because I filed this lawsuit.

18 7. I have been actively involved in this case since it started in 2024. Without waiving
19 the attorney-client privilege, I have had many phone conversations and meetings with my
20 attorneys throughout this case to discuss Pacific Care’s wage and hour policies and practices,
21 identify potential witnesses, prepare for mediation, and discuss case strategy. I also gathered and
22 reviewed documents for use in the lawsuit and reviewed relevant documents with my attorneys.
23 I estimate that I have spent approximately 35-40 hours performing these activities in order to help
24 the case.

25 8. I understand that my attorneys will request that the Court approve an enhancement
26 payment of \$5,000.00 for my efforts on behalf of the aggrieved employees and the State of
27 California. I believe this amount is reasonable based on the amount of time and effort I have
28 devoted to this case and the risks I have undertaken as a representative. My support for the

1 Settlement is not contingent on me receiving this enhancement payment

2 I declare under penalty of perjury under the laws of the State of California and the United

3 States that the foregoing is true and correct. Executed on Nov 11, 2025

4 at Long beach, California.

5 

6 Joaquin Munguia Cerda (Nov 11, 2025 15:09:42 PST)

Joaquin Munguia Cerda