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Attorneys for Plaintiff, *Genesis Aguilar*

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

GENESIS AGUILAR, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

LEGACY HEALTHCARE CENTER, LLC, a
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 24STCV22000

[Honorable Laura A. Seigle, Department 17]

**DECLARATION OF PLAINTIFF
GENESIS AGUILAR IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

[Filed with Plaintiff Genesis Aguilar's Notice of
Motion and Motion for Preliminary Approval,
Declaration of Kane Moon, and [Proposed]
Order]

PRELIMINARY APPROVAL HEARING

Date: September 11, 2025

Time: 9:00 a.m.

Dept: 17

Complaint Filed: August 28, 2024

Trial Date: Not Set

DECLARATION OF PLAINTIFF GENESIS AGUILAR

I, GENESIS AGUILAR, declare as follows:

1. I am the named Plaintiff in the above-captioned action (“Action”).

2. I am a former employee of Defendant RG Legacy II, LLC, dba Pasadena Nursing Center (“Defendant”), and I have personal knowledge of, or believe and am informed of, the facts stated herein.

3. If called as a witness, I could and would testify competently to the following:

BACKGROUND OF EMPLOYMENT

4. I worked for Defendant as an Activities Assistant from 2021 to 2023 and as an Activities Director from 2023 to 2024.

5. Throughout my employment with Defendant, I typically worked five days and forty hours per workweek.

6. Throughout my employment with Defendant, I believed its wage-and-hour practices placed me at a disadvantage because I was not paid all wages I was owed, and I was not able and/or permitted to take timely, uninterrupted, off-duty, and/or full meal periods and rest breaks.

COMMONALITY AND PREDOMINANCE

7. Throughout my employment with Defendant, I believed its wage-and-hour practices also placed other employees of Defendant at a disadvantage because such employees were also not paid all wages they were owed and not able and/or permitted to take timely, uninterrupted, off-duty, and/or full meal periods and rest breaks. This was true for other employees who had the same or different schedules.

8. I believe Defendant failed to compensate me and other employees properly, as well as failed to provide legally compliant meal periods and rest breaks. I, therefore, believe other employees and I were subjected to the same or similar illegal wage-and-hour practices.

TYPICALITY AND ADEQUACY

9. I was employed by Defendant in a non-exempt position during the Class Period.

10. I brought this Action on behalf of myself and all other employees who are or were classified as non-exempt during the Class Period.

11. I believe the violations alleged in this Action impacted not only me but the entire Class.

12. I believe I have no conflicts of interest with other Class Members. In particular, I am not pursuing any individual causes of action, nor do I have any special circumstances that would raise unique defenses to any alleged class or representative cause of action.

13. I have no conflicts of interest with the mutually selected Administrator.

14. Before becoming the Class Representative in this Action, Class Counsel advised me that, if I were to become the Class Representative, I would have significant responsibilities to both the Class and Court. I understood and continue to understand that my responsibilities include responding truthfully, completely, and promptly to any information requests made by my attorneys; making myself available for any meetings, proceedings, or other court hearings at which I am needed; and, above all, placing the interests of the Class above my own.

15. I decided to become the Class Representative in this Action in full recognition and acceptance of my responsibilities as such, and I continue to appreciate the importance of my responsibilities as the settlement process progresses. I also decided to become a Class Representative in this Action out of a genuine desire to redress myself and other fellow employees of Defendant for Defendant's failure to abide by the California Labor Code and Business and Professions Code.

REASONABLENESS OF CLASS REPRESENTATIVE SERVICE PAYMENT

16. Throughout and before becoming the Class Representative in this Action, I engaged in conversations with my attorneys about all aspects of the case; identified relevant witnesses; provided all relevant documents in my possession to my attorneys, including policy documents and records I received from Defendant during my employment; promptly responded to all of my attorneys' inquiries about my employment with Defendant; requested regular case updates from my attorneys; asked my attorneys questions so that I understood each stage of the litigation; discussed the mediation and proposed Settlement terms with my attorneys; and reviewed and signed the Settlement.

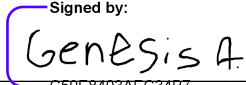
17. I understand the Settlement provides a Service Payment to me in the amount of \$7,500.00. I believe this amount is fair compensation for helping to prosecute this Action, for my effort and time spent on this Action, for the risks I undertook with respect to agreeing to be the named Plaintiff in this Action, including the negative impact this role may have on my future employability, and for the significant benefit I helped bring about for the Class in taking on such risks.

18. I am glad that I had the opportunity to represent the Class in this Action and that I was able to recover money through a settlement for the Class.

19. I believe the Settlement is fair, adequate, and reasonable, and for this reason, I would recommend that the Court approve of it.

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

Executed this 8/13/2025, at Pasadena, California.

Signed by:

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 Genesis Aguilar