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Attorneys for Plaintiff EUGENE DELA PENA and all others similarly situated

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

EUGENE DELA PENA, an individual; on behalf of himself and all others similarly situated and the general public,

Plaintiffs,

v.

RENAL ADVANTAGE, INC., a Delaware corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 3:24-cv-8649-JD

DECLARATION OF CLASS REPRESENTATIVE EUGENE DELA PENA IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date:	June 11, 2026
Time:	11:00 a.m.
Location:	Courtroom 11, 19th Floor
Removal Filed:	December 2, 2024
Trial Date:	January 25, 2027
Judge:	Hon. James Donato

I, EUGENE DELA PENA, declare as follows:

1. I am over the age of eighteen and am a Class Representative Plaintiff in the matter *Eugene Dela Pena v. Renal Advantage, Inc.* The foregoing is based upon my personal knowledge and, if called as a witness, I could and would competently testify thereto.

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

3. I was employed as a patient care technician for Defendant Renal Advantage, Inc. ("Defendant") between 2014 and May 2024. During my time working for Defendant, I was subjected to the same wage and hour policies and practices that are at issue in this case, including the Defendant's practice of failing to pay employees all wages owed, failing to provide meal periods, failing to authorize and permit rest periods, failing to provide accurate wage statements, failing to reimburse employees for their reasonable and necessary expenses, and related issues.

4. Since the beginning of this case, I have been closely involved in assisting my attorneys to prosecute this action and have done so diligently and aggressively for the past year. Prior to becoming the named class representative in this case, I spoke at length with my attorneys and relayed to them the alleged illegal wage and hour policies and practices of Defendant. I spent countless hours discussing the issues in the case and the possibility of filing a representative action with my attorneys at that time.

5. Prior to filing this case, I worked with my attorneys to interpret documents that had been produced as part of my personnel file, including my wage statements and Defendant's pay and reimbursement policies. My attorneys also called me frequently to discuss issues pertaining to other current and former employees, and I connected my attorneys with other employees who experienced similar wage and hour issues as myself.

6. In 2025, the parties agreed to go to Mediation, and I worked with my attorneys to prepare for the Mediation, and I attended the all-day Mediation.

7. After the Mediation, I thereafter worked with my attorneys to ensure that the settlement was fair to all class members. I reviewed the Settlement Agreement and spoke with my attorneys to resolve any questions I had.

8. I have also continued to keep tabs on the settlement agreement, calling my attorneys from time to time to ensure that the settlement was on track.

9. As detailed above, I actively participated in all stages of litigation and have been continuously apprised of all aspects of this case. I believe that if not for my efforts and persistence in this case, that the class members would have benefitted far less without my involvement. I believe Defendant failed to pay me all of my wages that were due to me, and failed to provide legally compliant pay stubs to the entirety of the class. I received the same uniform pay stubs as every other hourly non-exempt employee, which do not list all meal and rest period premiums, and Defendant further fails to properly pay wages for all time worked.

10. All in all, I estimate that I have spent more than 40 hours in conjunction with the case. I dedicated my time to the pursuit of this case, including consulting with my attorneys regarding the issues raised in the action. I have also assisted my counsel in reviewing, analyzing, and interpreting various internal documents generated by Defendant. Additionally, I have participated in numerous telephone conferences with my counsel to discuss the case. I have also assisted my counsel by corresponding with them on repeated occasions to answer any questions about my employment. I also discussed mediation and post-mediation settlement strategies with my counsel at various points over the last year. I have been diligent, and I believe I acted above and beyond that which was expected of me as a Class Representative throughout all stages of the litigation, up to and including the settlement of this Class Action. I have no claim that was antagonistic to the class. I accepted the potential risk of being liable for the opposing parties' costs if we were unsuccessful in this lawsuit.

11. In addition to performing work on this matter, I assumed a substantial risk in serving as a class representative if the Defendant prevailed in this case. My willingness to

assume the financial risk was and is significant. Although I was confident in the merits of this lawsuit, I do not have any substantial savings and bringing this lawsuit was a serious commitment on my behalf and exposed myself to considerable risk, including the possibility of paying Defendant's costs if Defendant prevailed in this case.

12. Considering the amount of time I put into the case, the stigma of filing litigation against my former employer, and the impact it has had on all class members, I believe an enhancement of $5,000 is fair and reasonable.

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 60% of the attorneys' fees received in this case, and UELG is entitled to receive 40% of the attorneys' fees received.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 4, 2026, at San Francisco, California.

DocuSigned by:
EUGENE DELA PENA
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Eugene Dela Pena