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[Additional Counsel Information on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

CHELSEY RICHARDSON, BETHANY
JEANNE REINKER, and CHARMAINE HUFF as
individuals and on behalf of all others similarly
situated and aggrieved employees,

Plaintiffs,

vs.

TELECARE CORPORATION, a California
corporation; and DOES 1 through 50, inclusive,
Defendants.

Case No. CV-24-006292

[Assigned for All Purposes to:
Hon. John R. Mayne, Dept. 21]

**DECLARATION OF BLAKE R. JONES IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

(Filed concurrently with Motion for Preliminary
Approval; Supporting Declarations; and
[Proposed] Order)

Date: January 30, 2026
Time: 8:30 a.m.
Dept.: 21

Action Filed: August 9, 2024
Trial Date: None Set

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11 Attorneys for Plaintiffs and the Class

1 I, Blake R. Jones, hereby declare as follows:

2 1. I am an attorney licensed to practice in California. I am the owner of Blake Jones Law,
3 PC, counsel of record for Plaintiff Charmaine Huff. I provide the following information based on my
4 own personal knowledge, unless otherwise indicated. If called to testify as to the facts within, I would
5 and could competently do so.

6 **PROCEDURAL HISTORY**

7 2. On March 4, 2024, my office submitted a letter to the California Labor Development and
8 Workforce Agency (“LWDA”) providing notice of Plaintiff Huff’s intention to file a civil action for
9 violations of the California Private Attorneys General Act (“PAGA”) (Labor Code § 2698 et seq.)
10 against Defendant Telecare Corporation. True and correct copies of the letter and the LWDA’s
11 acknowledgement of receipt are attached hereto as Exhibit 1.

12 3. On May 10, 2024, my office filed a putative Class Action on behalf of Plaintiff Huff
13 against Defendant in the Superior Court of California, County of Alameda, Case No. 24CV0705069,
14 asserting claims for (1) failure to pay minimum wages, (2) failure to pay overtime, (3) failure to provide
15 meal period, (4) failure to provide rest periods, (5) failure to reimburse business expenses, (6) failure to
16 pay accrued vacation, (7) failure to provide accurate wage statements, (8) failure to timely pay wages
17 upon separation of employment, (9) unfair competition; and (10) violations of PAGA. A true and correct
18 copy of the Complaint is attached hereto as Exhibit 2.

19 4. In November 2024, Defendant filed a Notice of Related Cases, identifying two other
20 pending putative Class Actions filed against Defendant by Plaintiffs Chelsye Richardson and Bethany
21 Reinker.

22 5. I subsequently reached out to counsel for Plaintiffs Richardson and Reinker and invited
23 them to participate in a global mediation of all three lawsuits which was scheduled for May 8, 2025,
24 with Daniel J. Turner.

25 6. In connection therewith, the Parties engaged in informal discovery. Defendants produced
26 (1) class and PAGA statistics including the number of Class Members and Aggrieved Employees,
27 former employees, and workweeks worked during the Class Period and pay periods worked during the
28 PAGA Period through mediation; (2) a random 20% sampling of employee time and payroll records

exported on Excel (i.e., 1,282 out of 6,359 Class Members); (3) Defendant's relevant policies and procedures; and (4) Plaintiffs' personnel files and wage statements.

7. I personally reviewed and analyzed these materials. I also retained an economic expert, Economic Research Corporation, to review and analyze the records/data and to opine on the recoverable damages and penalties.

8. On May 8, 2025, the Parties participated in a full-day mediation with Daniel J. Turner, Esq. a well-respected employment law mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs' claims, and the legal basis for the claims and defenses.

9. The case did not settle at mediation. However, the mediator remained involved, and the Parties ultimately reached a tentative class and PAGA settlement subject to approval by the Court.

10. As a condition of settlement, the Parties agreed to add Plaintiffs Reinker and Huff and their claims, as well as Plaintiff Richardson's PAGA claims, to this Action. On November 13, 2025, Plaintiff Richardson filed the operative amended PAGA Notice with the LWDA, which added Plaintiffs Reinker and Huff and their PAGA claims.

11. On November 18, 2025, following the Court's granting leave to amend, Plaintiff Richardson filed the operative First Amended Class and Representative Action Complaint ("Operative Complaint") adding Plaintiffs Reinker and Huff and their claims as well as Plaintiff Richardson's PAGA claims to this Action.

ANALYSIS OF SETTLEMENT OF PLAINTIFF'S HUFF'S CLAIMS AND THE RISK OF FURTHER LITIGATION

Failure to Provide Meal Periods

12. Plaintiff Huff contends that during the Class Period, Defendant occasionally failed to provide her and the Class Members with compliant meal periods primarily due to the nature of the work and the lack of coverage. Based on the sampling, Plaintiff's Huff expert opined that Defendant owed approximately \$2,251,716 in unpaid meal period premiums after accounting for the Class Members' meal period waiver agreements and the meal period premiums paid by Defendant during the Class Period.

1 13. Defendant argues that any decision to forego or take a late/shortened meal period was
2 voluntarily made by Plaintiff and the Class Members. In support of its position, Defendant relies on its
3 meal period policy during the Class Period, which is compliant with California law. The policy further
4 expressly requires employees to record their meal periods and direct them to submit a “Time and
5 Attendance Edit Request” form any time that they are unable to take a compliant meal period.
6 Defendant’s sampling also showed that Defendant paid approximately \$815,000 in meal period
7 premiums for the sampled employees.

8 14. Under these circumstances, I believe there will be significant obstacles to certifying a
9 meal period Class. Defendant will argue that, given its meal period policy and practice of paying meal
10 period premiums, the determination of whether Class members voluntarily elected to waive their meal
11 periods from time to time will be subject to a determination of individual issues that are not suitable for
12 class wide adjudication. I therefore discount the estimated exposure by 60% to account to for the risk of
13 non-certification and Defendant’s merit based defenses; and I estimate the total realistic recovery on
14 Plaintiff Huff’s meal period claim is approximately \$900,686.40.

15 Failure to Provide Rest Periods

16 15. Plaintiff Huff similarly contends that during the Class Period, Defendant occasionally
17 failed to provide Plaintiff and the Class Members with compliant rest periods primarily due to the nature
18 of the work and the lack of coverage. Plaintiff Huff contends that she frequently was not able to take
19 rest periods.

20 16. In response, Defendant argues that Plaintiff Huff and the Class Members always received
21 an opportunity to take rest periods, and that it never did anything to discourage them. In support of its
22 position, Defendant relies on its rest period policy utilized during the Class Period which is compliant
23 with California law. The policy provides employees with an opportunity to take a 15 minute
24 uninterrupted paid meal period every 3.5 hours or major fraction thereof, 50% longer than 10 minute rest
25 periods required by California law. It also requires employees to submit a “Time and Attendance Edit
26 Request” form any time that they are unable to take a compliant meal period. Defendant’s sampling
27 further showed the payment of rest period premiums on occasions where employees had submitted these
28 forms.

1 17. Under these circumstances, I believe it would be difficult to certify the rest period claim
2 Class. Unlike meal periods, there is no obligation for employers to record rest periods and no
3 documentation that would support Plaintiff's rest period claim. Plaintiff would be forced to rely on
4 survey and other evidence to demonstrate any unlawful practice. Given the numerous facilities in which
5 the Class members worked, Defendant's compliant rest period policy, and the evidence that some rest
6 period premiums were being paid, I believe that any recovery of damages on Plaintiff Huff's rest period
7 claim is unlikely.

8 Failure to Pay Minimum Wages/Overtime

9 18. Plaintiff Huff asserts that Defendant failed to pay minimum wages/overtime for all hours
10 worked. In particular, Plaintiff worked at Gladman Mental Health and Rehabilitation Center
11 ("Gladman"), a small 40 bed facility. She was required to walk through two sets of locked doors each
12 day before reaching the time clock and clocking in.

13 19. In contrast, Defendant argues that these security measures were limited to the facility
14 where Plaintiff worked. Defendant further contends that the process of unlocking the doors to enter the
15 facility only took a few seconds more than having to pass through unlocked doors. Consequently,
16 Defendant argues that this is not compensable work time and no different than any worker entering his
17 or her worksite.

18 20. Plaintiff roughly estimates that Class members worked approximately 50,000 shifts at
19 Gladman. Accordingly, assuming one minute of unpaid time each shift, the maximum exposure to
20 Plaintiff's Huff's claim for failure to pay minimum wages/overtime for all hours worked is
21 approximately \$18,725 (50,000 shifts x \$22.47 x .3475 (one minute).) I further discount the estimated
22 exposure by 50% to account to for the risk of non-certification and Defendant's merit based defenses for
23 a total of \$9,362.50 for the realistic recovery on this claim.

24 Failure to Reimburse Business Expenses

25 21. Plaintiff Huff asserts that Defendant failed to reimburse her and the Class Members for
26 use of their personal cellular phones for work. Specifically, Plaintiff Huff contends that she was required
27 to use her cellular phone to send/receive messages regarding scheduling and to access an application,
28 UKG Pro Classic, to obtain information on performance reviews, pay records, and other human

resources related information.

22. In contrast, Defendant argues that Plaintiff and the Class Members were not required to use their personal cellular phones for work. Defendant contends that work schedules were physically posted at Plaintiff's facility and any texting with supervisors or coworkers regarding scheduling changes was voluntarily done by Plaintiff for her own convenience. Similarly, Defendant argues that employees were not required to download and use the UKG Pro Class application, and that employees could access the information from a work computer. Defendant contends that any employees decision to download the app on to their cellular phones was voluntarily done for the employees for their own convenience.

23. Under these circumstances, I believe it will be difficult to certify the Class for failure to reimburse business expenses. Whether individual Class members were required to use their cellular phones for scheduling will likely vary by facility, department and supervisor. Consequently, I estimate that any potential recovery for this claim is unlikely.

Waiting Time Penalties

24. Plaintiff Huff contends that Defendant failed to timely pay all wages to Class Members who are former employees at Gladman upon separation of employment. In particular, Plaintiff asserts that Defendant failed to pay them for their time going through two sets of locked doors to enter the facility before reaching the time clock. As previously discussed, Defendant contends that this activity took no more than a few seconds longer than entering through unlocked doors and is not compensable. Defendant argues that even assuming arguendo that this time was compensable, it did not "willfully" fail to pay Plaintiff and the former employee Gladman Class Members for such time based on these arguments.

25. In addition, Plaintiff Huff believes that Defendant's exposure to waiting time penalties for failing to pay for this time is largely subsumed by the exposure for waiting time penalties for sick pay and regular rate violations asserted by Plaintiffs Richardson and Reinker. Accordingly, I do not estimate further exposure to waiting time penalties due to Defendant's failure to pay former employee Gladman Class Members for their time going through the two sets of locked door.

Wage Statement Penalties

26. Plaintiff Huff contends that Defendant failed to provide her and the Class Members who

1 worked at Gladman with accurate wage statements. Specially, she alleges that Defendant failed to
2 accurate list the total hours worked because it did not include the time that these employees spent going
3 through two sets of locked doors to enter the facility before reaching the time clock.

4 27. As previously discussed, Defendant contends that this activity took no more than a few
5 seconds longer than entering through unlocked doors and is not compensable. Defendant argues that
6 even assuming *arguendo* that this time was compensable, it did not inaccurately list the total hours
7 worked because adding a few seconds of time is unlikely to change to the total hours worked.

8 28. I therefore do not believe Plaintiff Huffs' claim for failure to provide accurate wage
9 statements will prove certifiable and does not appear to trigger any recoverable penalties under these
10 circumstances.

11 Conclusion

12 29. Based on all of the foregoing risk factors and the inherent risks of litigation (including the
13 difficulties in certifying many of Plaintiff Huff's claims), I believe that the Settlement is fair, reasonable,
14 and adequate.

15 **EXPERIENCE OF PLAINTIFF HUFF'S COUNSEL**

16 30. I graduated from the University of Missouri in 1996 with academic honors, and graduated
17 from Tulane Law School, *magna cum laude*, in 2000, where I served on the Moot Court Board. I began
18 working as an attorney that same year for Luce, Forward, Hamilton & Scripps, LLP. I left with his
19 mentor in 2004 to open the San Diego office of Hooper, Lundy & Bookman, where I became a partner
20 in 2008. I joined Gordon & Rees, LLP, in 2011 and served as a partner in its Employment Law practice
21 group until 2020. I joined Crosner Legal, P.C., on June 1, 2020, as "of counsel", and served as its
22 managing litigation attorney from December 1, 2020 – September 12, 2022. As the managing litigation
23 attorney of Crosner Legal, I managed our entire wage and hour litigation practice group, overseeing
24 between 6-8 attorneys handling hundreds of Class and/or PAGA actions. In October 2022, I started my
25 own firm Blake Jones Law, PC, where approximately 70% of my practice consists of prosecuting wage
26 and hour class and representative actions. In short, I have represented both employees and employers in
27 several hundred cases in both state and federal courts, including at least a hundred wage and hour class
28

actions and Private Attorney General Representative Actions. I have obtained millions of dollars for employees in these cases.

31. Among others, I have served as lead counsel in the following wage and hour class and representative action settlements:

- a. a \$2.85 million dollar wage and hour settlement in 2021 in *Valencia v. The Original Mowbray's Tree Service, Inc.*, San Bernardino Cty. Super. Ct. Case No. CIVDS1825518;
- b. a \$900,000 wage and hour class action settlement in 2022 in *Cannon v. Trustaff Travel Nurses, LLC*, Alameda County Super. Ct. Case No. RG20057959;
- c. a \$1 million wage and hour class action settlement in 2022 in *Duong v. Loan Factory, Inc.*, Santa Clara Cty. Super. Ct., Case No. 21CV382467;
- d. a \$667,500 wage and hour class action settlement in 2022 in *Kapusta v. Cardinale Motors SLO, Inc.*, Kern Cty. Sup. Ct., Case No. BCV-20-101593;
- e. a \$800,000 settlement in 2022 in *Avila v. Shannon Ranches, Inc.*, Lake County Sup. Ct., Case No. CV418366;
- f. a \$850,000 settlement in 2023 in *Reed v. Williams-Sonoma Stores, Inc.*, San Francisco Super. Ct., Case No. CGC-22-598118;
- g. a \$3.7 million dollar settlement in 2023 in *Cannon v. Pasadena Hospital Assoc.*, Los Angeles Cty. Super. Ct., Case No. 19STCV14554;
- h. a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, San Bernardino Cty. Super. Ct., Case No. CIVDS2023369;
- i. a \$2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Los Angeles Cty. Super. Ct., Case No. 21STCV00925;
- j. a \$2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, San Bernardino Cty. Super. Ct., Case No. CIVDS1931464.;
- k. a \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, San Francisco Cty. Super. Ct., Case No. CGC-21-596378;
- l. a \$1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Los

1 Angeles Cty. Super. Ct., Case No. 21STCV05707; and,
2 m. a \$1.3 million wage and hour class action settlement in 2023 in *Ellsworth, et al. v. Hallcon*,
3 Los Angeles Cty. Super. Ct., Case No. 20STCV06618.
4

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

7 Executed on December 9, 2025 at San Diego, California.
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10 Blake R. Jones
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