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11 *Attorneys for Plaintiffs and Proposed Classes*

12 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN FRANCISCO**

14
15 **DAN BECK and BIENVENIDA SALAZAR,**
individually and on behalf of all others
16 similarly situated,

17 Plaintiffs,

18 vs.

19 **UNIVERSITY OF SAN FRANCISCO,** a
California Corporation,

20 Defendant.
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CASE NO. CGC-21-588930

**DECLARATION OF BIENVENIDA SALAZAR
REGARDING ADEQUACY AND
TYPICALITY IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: July 9, 2024

Time: 9:00 a.m.

Dept.: 304; Hon. Ethan P. Schulman

1 I, Bienvenida Salazar, declare as follows:

2 1. I am one of the named Plaintiffs and Class Representatives in this putative class action. I
3 am over the age of 18 and have personal knowledge of the facts set forth in this declaration and could and
4 would testify competently to them.

5 2. I was employed by the University of San Francisco as a part-time adjunct instructor and
6 taught clinical nursing courses between approximately 2018 and spring 2023. I typically taught courses
7 at off-site clinical facilities which involved me teaching nursing students and supervising them as they
8 cared for patients.

9 3. I have served as a named Plaintiff in this action since it was initiated over three years ago
10 on January 5, 2021. I first discussed this lawsuit with my attorneys at HammondLaw at the end of 2020.
11 After speaking to them, I decided to bring this lawsuit and to act as a named Plaintiff and Class
12 Representative. In deciding to serve as a named Plaintiff and Class Representative, I understood that my
13 name would be publicly attached to this case and my experience at the University of San Francisco would
14 be in the public record. Nevertheless, I felt that it was important for me to step up to represent the Classes
15 to ensure that the members of the Classes and I receive redress for the violations alleged in this lawsuit.

16 4. Before I agreed to act as a Class Representative, my attorneys explained to me the duties
17 and obligations of class representatives and sent me a written list of these duties, which I carefully
18 reviewed. I understood then, and now, that as a class representative I have a duty to look out for and
19 protect the interests of the Class, and to put the interests of the Class ahead of my own interests. I am fully
20 committed to representing the interests of the Classes. I believe that my interests are aligned with the
21 interests of the Class Members, and are not in any conflict with or in any way antagonistic to the interests
22 of the Classes.

23 5. I share the same objective characteristics as the Unpaid Wages Class Members and the
24 Wage Statement Class Members. As stated above, I was employed by University of San Francisco as a
25 part-time, nursing adjunct instructor and taught nursing courses during the relevant period.

26 6. My monthly earnings during my employment at the University of San Francisco were less
27 than two times the state minimum wage for full-time employment. Based on conversations with my
28 attorneys, I understand that part-time adjunct instructors who were not paid at least two times the state
minimum wage for full time employment during the Class Period should have been considered non-
exempt employees.

7. During my employment, I was routinely assigned to teach clinical nursing courses that
were scheduled to meet for over 8 hours, and, as a result, I routinely worked overtime, i.e., more than 8

1 hours in a day. However, I was not paid overtime wages for overtime hours worked. I was only paid a
2 flat per-course amount stated in my contract no matter how many hours I worked.

3 8. I was routinely not able to take off-duty lunch breaks of at least 30-minutes or an off-duty
4 10-minute rest break because I was required and/or expected by the University to supervise students when
5 they were performing procedures on patients. I did give my students breaks. However, my students did
6 not all take breaks at the time same time because their breaks depended on when they finished patient
7 care/procedures. As a result, I was routinely not able to take off-duty breaks because I had to remain on
8 duty if my students were caring for patients. In addition, students were assigned to different floors and
9 different units. This kept me very busy as I had to spend time walking around the facility to supervise
10 students, speak to students, and answer their questions. I was also not free to leave the facility while my
11 students were on premises, which meant that I could not leave the premises for lunch. I was not paid
12 premium pay when I worked through or during my break time.

13 9. I received standardized wage statements during my employment that did not provide a
14 breakdown of my total hours worked and the applicable hourly rates. My wage statements stated the
15 amount I was paid during the relevant pay period, but did not provide a breakdown of the total hours I
16 worked and all applicable hourly rates I earned. Like approximately 284 other part-time adjunct
17 professors, I met the definition of the certified class in the *Gola v. University of San Francisco* lawsuit.
18 However, my name was left off the class list in that case, and I only received my portion of the civil PAGA
19 penalties in that case.

20 10. I have pursued claims against Defendant on behalf of the Classes and have diligently
21 advanced the interests of the Classes. I have consulted regularly with my attorneys during the pendency
22 of this action, and responded to whatever questions they had of me. I assisted my attorneys with litigating
23 this case by searching for and providing documents they asked me to look for and send to them,
24 participating in the judicial settlement conference so that I would be available to respond to any questions
25 the mediator, and promptly responding to anything else my attorneys asked of me.

26 11. I am firmly committed to representing the interests of the Classes and to doing whatever
27 my attorneys advise I need to do until this case is concluded.

28 I declare under penalty of perjury under the laws of the State of California and the United States
and the State of California that the foregoing is true and correct. Executed on April 17, 2024.

Bienvenida Salazar

Bienvenida Salazar

Beck v USF_Salazar Decl ISO Prelim Approval

Final Audit Report

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