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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

EDRALIN LEGASPI, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

AAA T.L.C. HEALTH CARE, INC.,
California Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No.: 23STCV03126

**DECLARATION OF EDRALIN LEGASPI IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: September 3, 2026

Time: 11:00 a.m.

Judge: Hon. William F. Highberger

Dept.: 10

1 I, EDRALIN LEGASPI, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Class Representative in
3 the above-entitled matter. I submit this declaration in support of Plaintiff's Motion for Final Approval
4 of Class Action and PAGA Settlement and in support of Motion for Class Counsel Award and Class
5 Representative Service Payment. I have personal knowledge of all the facts stated herein. I could and
6 would competently testify under oath to these facts in court if requested to do so.

7 2. I retained Class Counsel in October 2022 and filed the lawsuit in February 2023. I filed
8 the case on behalf of myself and all non-exempt employees who are or previously were employed by
9 Defendant AAA T.L.C. Health Care, Inc. ("Defendant") as caregivers and performed work in California
10 during the period beginning on February 14, 2019, through May 31, 2024 (the "Class Period").

11 3. I worked for Defendant as an hourly, non-exempt, employee in California from
12 approximately November 2021 through July 2022. At all times during my employment, I earned an
13 hourly wage and was entitled to legally compliant meal and/or rest periods, and minimum, regular and
14 overtime wages for all hours worked. Throughout my employment, I was subject to Defendant's policies
15 and procedures.

16 4. I filed the case because I believed my rights as an employee were violated by Defendant
17 and also the rights of other employees that worked for Defendant. Among other claims, I believe
18 Defendant failed to provide compliant meal and rest periods, failed to pay all wages, failed to pay for
19 all time worked, failed to reimburse necessary business expenses, failed to furnish accurate itemized
20 wage statements, and failed to pay all wages upon separation.

21 5. Before I initiated the case as a Plaintiff and Class Representative, I spoke at length with
22 my attorneys. We discussed my work experience and how company policies were applied to me and
23 other employees. I provided the attorneys with documents they requested. We reviewed the documents
24 together and asked and answered many questions regarding my experience working for Defendant, the
25 litigation process, and about class actions generally.

26 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
27 and as a proposed Class Representative. I understood that pursuing this action as a class action rather
28 than merely seeking my individual claims substantially increased the risk to me. Those risks included

1 the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action
2 if I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny
3 by the attorneys and the Court because I needed to prove that I was an adequate class representative.
4 Further, I understood that I would lose some autonomy over my individual claims that I could not make
5 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
6 of the Class in mind.

7 7. I also understood that pursuing this litigation created a very public record of my grievances
8 with Defendant which produced the risk that a future employer could hold it against me that I sued a
9 former employer.

10 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
11 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand
12 to receive from this settlement. My attorneys explained to me that the net settlement value of my
13 individual claims may be greater than my ultimate recovery from the net class settlement amount.

14 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
15 I believed violations occurred and most employees would not know what their rights are and even if
16 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

17 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
18 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
19 because I wanted to keep up with developments in the case which I understood was one of my duties
20 as a class representative.

21 11. **Review and Approval of Settlement:** A mediation was held on May 31, 2024. Even
22 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
23 them regarding the mediation before and after it took place. I was satisfied with the terms of the
24 settlement that was agreed to by the parties. I reviewed and signed the Memorandum of Understanding
25 on April 21, 2025, and when the settlement papers were ready, I again spoke with my attorneys and
26 reviewed the settlement agreement which I signed on September 20, 2025.

27 12. **Participation:** Since I retained Class Counsel over three years ago, I have been actively
28 involved with this class action lawsuit performing the duties described above. While I did not keep

1 formal time records, I was in regular contact with my attorneys, reviewed important court filings with
2 my attorneys, and spent considerable time on the issues presented during the litigation and in the
3 settlement process. I estimate that I spent approximately 20-25 hours working on this case.

4 13. I understand that the Class Representative Service Payment is intended, in part, to
5 compensate me for my release of the Released Class Claims. Additionally, unlike the other Class
6 Members, I also granted Defendant a broad general release and waiver of claims pursuant to California
7 Civil Code section 1542 and released Defendant from all claims whether known or unknown, under
8 federal law or state law.

9 14. Also, my attorneys explained to me that the settlement process involved a two-step review
10 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
11 and paid. I knew this process also involved notifying all class members of the settlement terms and of
12 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
13 settlement.

14 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
15 now stand to receive substantial monetary payments as a result of this case and settlement. I also
16 believe that the requested Class Representative Service Payment in the amount of \$10,000.00 from the
17 settlement is fair compensation for (1) the broad general release I executed, (2) the work I performed,
18 (3) the sacrifices made not pursuing this case individually, and (4) the risks I undertook.

19 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
20 risks I undertook by suing a former employer, the broad general release, the exposure to being
21 responsible for paying Defendant's costs in the event we did not win the case, and in light of the size
22 of the settlement, I believe the request for \$10,000.00 as a Class Representative Service Payment is fair
23 and reasonable.

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17. Further, I support and gave written approval of my attorneys' application for a payment of a Class Counsel Award in the amount of up to \$141,666.67, comprised of attorneys' fees equal to one-third of the Gross Settlement Amount (\$116,666.67) which is to be divided between Class Counsel with 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC, and up to \$25,000.00 for actually incurred litigation expenses.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 08/06/2026 , at Glendale , California.

By: Edralin Legaspi (Aug 6, 2026 12:10:29 PDT)
EDRALIN LEGASPI