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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

WENDY LEAL HERERRA, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MEADOWBROOK ASSISTED LIVING LLC,
a California limited liability company; SLH
AGOURA HILLS MANAGER, LLC, an
Illinois limited liability company; and DOES 1-
50, Inclusive,

Defendants.

Case No.: 22STCV34427

**DECLARATION OF WENDY LEAL
HERERRA IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: May 9, 2024
Time: 10:00 a.m.

Judge: Hon. Lawrence P. Riff
Dept.: 7

1 I, WENDY LEAL HERERRA, declare as follows:

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

7 2. I retained Class Counsel in June 2022 and filed the lawsuit in October 2022. I filed the
8 case on behalf of myself and a class of all current and former non-exempt California employees who
9 worked for Defendants SLH Agoura Hills Manager, LLC and Senior Lifestyle Holding Company, LLC
10 (hereinafter "Defendants") at any time during the period from October 27, 2018, through July 18, 2023.

11 3. I work for Defendants as a non-exempt employee, paid on an hourly basis, and entitled to
12 legally mandated meal and rest periods, minimum wages, and overtime compensation, in Los Angeles
13 County, from October 2020 to June 2021.

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

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

24 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
25 and as proposed a Class Representative. I understood that pursuing this action as a class action rather
26 than merely seeking my individual claims substantially increased the risk to me. Those risks included
27 the possibility of being held liable for Defendants' attorneys' fees and costs in a complex class action if
28 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by

1 the attorneys and the Court because I needed to prove that I was an adequate class representative.
2 Further, I understood that I would lose some autonomy over my individual claims that I could not make
3 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
4 of the Settlement Class in mind.

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

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

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

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

19 11. **Review and Approval of Settlement:** A mediation was held on April 24, 2023. Even
20 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
21 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
22 with my attorneys after the mediation and discussed the mediator's proposal which was ultimately
23 accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. When
24 the settlement papers were ready, I again spoke with my attorneys and reviewed the settlement
25 agreement which I signed on October 5, 2023.

26 12. **Broad General Release:** I understand that the Class Representative Service Award is
27 intended, in part, to compensate me for my release of the Released Class Claims. Additionally, unlike
28 the other Class Members, I also granted Defendants a broad general release and waiver of claims

1 pursuant to California Civil Code section 1542 and released Defendants from all claims whether known
2 or unknown, under federal law or state law. Plaintiff's Release does not extend to any claims or actions
3 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
4 benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on
5 occurrences after the end of the Class Period.

6 13. **Participation:** Since I retained Class Counsel approximately twenty-one months ago, I
7 have been actively involved with this class action lawsuit performing the duties described above. While
8 I did not keep formal time records, I was in regular contact with my attorneys, attended hearings,
9 reviewed important court filings, and spent considerable time on the issues presented during the
10 litigation and in the settlement process. I estimate that I spent approximately 20-25 hours working on
11 this case.

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

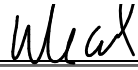
17 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
18 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
19 that the requested Class Representative Payment in the amount of \$10,000 from the settlement is fair
20 compensation for the (1) the broad general release I executed, (2) the work I performed, (3) the sacrifices
21 made not pursuing this case individually, and (4) the risks I undertook. Further, my estimated Individual
22 Class Payment is approximately \$1,369.15, which is significantly less than the highest Individual Class
23 Payment of approximately \$5,126.67. Notably, none of the other Class Members, including those
24 receiving a larger Individual Class Payment, have executed a broad general release in exchange for their
25 Individual Class Payments.

26 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
27 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendants'
28

1 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
2 for \$10,000 as a service award is fair and reasonable.

3 17. Further, I support my attorneys' application for a payment of Attorneys' Fees and
4 Litigation Costs in the amount of \$220,000.00, comprised of \$200,000.00 for Attorneys' Fees (one-third
5 of the Gross Settlement Amount) and up to \$20,000 for reimbursement of actually incurred Litigation
6 Costs.

7
8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct. Executed on 04/12/2024, at Mission Hills, California.

10
11 By: 
12 Wendy Leal Herrera (Apr 13, 2024 11:35 PDT)