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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

NATASHA TAYLOR, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

THE WEST OAKLAND HEALTH COUNCIL,
a California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: RG20049604

**DECLARATION OF NATASHA TAYLOR
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: October 14, 2025

Time: 2:30 P.M.

Reservation ID: A-20049604-001

Judge: Hon. Somnath R. Chatterjee

Dept.: 21

1 I, Natasha Taylor, 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 Settlement and in support of Motion for Attorneys' Fees and Costs
5 and Service Award. I have personal knowledge of all the facts stated herein. I could and would
6 competently testify under oath to these facts in court if requested to do so.

7 2. I retained Class Counsel in July 2019 and filed the lawsuit in January 2020. I filed the
8 case on behalf of myself all current and former hourly-paid or non-exempt employees who were
9 employed by Defendant and performed work in California from the period beginning January 7, 2016,
10 and April 14, 2025 (the "Class Period").

11 3. I worked for Defendant as a non-exempt employee, paid on an hourly basis, and was
12 entitled to legally mandated meal and rest periods, minimum wages, and overtime compensation, in
13 California from June 2017 to approximately September 2017.

14 4. I filed the case because I believed my rights as an employee were violated by Defendant
15 and also the rights of other employees that worked for Defendant. Among other claims, I believe
16 Defendant failed to pay for all time worked, failed to provide compliant meal and rest periods, failed to
17 pay overtime, meal premiums, and sick pay at the correct regular rate of pay, failed to reimburse for
18 mandatory business expenses, failed to furnish accurate itemized wage statements, and failed to pay all
19 wages when due.

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

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

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

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

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

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

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

20 11. **Review and Approval of Settlement:** A mediation was held on December 2, 2022, and
21 again on May 9, 2024. Even though I could not attend, I was available by telephone to speak with my
22 attorneys and did speak with them regarding the mediations before they took place, as well as during
23 the mediations themselves. I also spoke with my attorneys after the mediation and discussed the
24 mediator's proposal which was ultimately accepted. I was very satisfied with the terms of the settlement
25 that was agreed to by the parties. I reviewed and signed the Memorandum of Understanding on August
26 23, 2024, and when the settlement papers were ready, I again spoke with my attorneys and reviewed the
27 settlement agreement which I signed on January 29, 2024. I also signed the Amended Settlement
28 Agreement on March 26, 2025.

1 12. I understand I am bound by the terms of the class settlement and will receive a distribution
2 from the settlement fund just as every other member of the class for the release of my wage claims.
3 Moreover, the reasonableness of the individual settlement amount is evidence of the absence of conflict
4 for me and my counsel with respect to the class.

5 13. **Broad General Release:** I understand that the Service Award is intended, in part, to
6 compensate me for my release of the Released Class Claims. Additionally, unlike the other Class
7 Members, I also granted Defendant a broad general release and waiver of claims pursuant to California
8 Civil Code section 1542 and released Defendant from all claims whether known or unknown, under
9 federal law or state law (“Plaintiff’s Release”).

10 14. **Participation:** Since I retained Class Counsel approximately seventy-four (74) months
11 ago, I have been actively involved with this class action lawsuit performing the duties described above.
12 While I did not keep formal time records, I was in regular contact with my attorneys, attended hearings,
13 reviewed important court filings, and spent considerable time on the issues presented during the
14 litigation and in the settlement process. I estimate that I spent approximately 20-25 hours working on
15 this case.

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

21 16. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
22 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
23 that the requested Service Award in the amount of \$10,000.00 from the settlement is fair compensation
24 for the (1) the broad general release I executed, (2) the work I performed, (3) the sacrifices made not
25 pursuing this case individually, and (4) the risks I undertook. Further, my estimated Individual Class
26 Payment is approximately \$131.68, which is less than the estimated average Individual Class Payment
27 of approximately \$1,120.71, and significantly less than the highest Individual Class Payment of
28 approximately \$4,918.25. Notably, none of the other Class Members, including those receiving a greater

1 Individual Class Payment, have executed a broad general release in exchange for their Individual Class
2 Payments.

3 17. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
4 risks I undertook by suing a former employer, the broad general release, the exposure to being
5 responsible for paying Defendant's costs in the event we did not win the case, and in light of the size of
6 the settlement, I believe the request for \$10,000.00 as a service award is fair and reasonable.

7 18. Further, I support my attorneys' application for a payment of Class Counsel Award in the
8 amount of \$290,000.00, comprised of \$265,000.00 for attorneys' fees (one-third of the Gross Settlement
9 Amount) and up to \$25,000 for reimbursement of actually incurred litigation expenses. I understand that
10 the attorneys' fees portion of the Class Counsel Award shall be divided 32.5% to JCL Law Firm, APC;
11 32.5% to Zakay Law Group, APLC; and 35% to Lawyers for Justice, and I expressly consent to this
12 division of fees.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed on 09/13/2025 (date), at San Francisco (city), California.

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16 By: Natasha Taylor (Sep 13, 2025 22:22:31 PDT)

17 NATASHA TAYLOR
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