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8
9 **SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF TULARE**

11
12 LUCI GILLESPIE and ILEANA
13 SUASTEGUI, on behalf of themselves and all
others similarly situated,

14 Plaintiffs,

15 v.

16
17 PLUM HEALTHCARE GROUP, LLC, a
California limited liability company; and
18 DOES 1-100, inclusive,

19 Defendants.

Case No. VCU285376

**DECLARATION OF TREVOR HARDING
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Judge: Hon. Bret Hillman
Dept.: 7

Complaint Filed: December 17, 2020
Trial Date: None Set

1 **DECLARATION OF TREVOR HARDING**

2 I, Trevor Harding, declare as follows:

- 3 1. I am a named plaintiff and seek to represent the putative Class in the above-captioned action
4 (“Action”). I am over the age of 18. The following statements are based on my personal
5 knowledge. If called upon to testify as to the matters stated herein, I could and would do so
6 competently.
- 7
- 8 2. I submit this Declaration in Support of Plaintiffs’ Motion for Preliminary Approval of Class
9 and PAGA Action Settlement in the Action against Defendants Plum Healthcare Group, LLC;
10 Flax Holdings, LLC d/b/a River Valley Care Center; Gladiolus Holdings, LLC d/b/a The Pines
11 at Placerville Healthcare Center; Jujube Holdings, LLC d/b/a Sunnyvale Post-Acute Center;
12 Douglas Fir Holdings, LLC d/b/a Huntington Valley Healthcare Center; Olive Holdings, LLC
13 d/b/a Aviara Healthcare Center; and Rosebud Holdings, LLC d/b/a Western Slope Health
14 Center (collectively “Defendants”).
- 15
- 16 3. I was employed by Defendants as a dietary aide, cook, and dishwasher from approximately
17 2017 to March 2020 at The Pines at Placerville Healthcare Center and Western Slope Health
18 Center, both located in Placerville, California.
- 19
- 20 4. During my employment with Defendants, I experienced issues as set forth in the Complaints
21 in these Actions including Defendants failing to pay all minimum wages owed; failing to pay
22 overtime wages; failing to compensate for all hours worked; failing to authorize and permit
23 meal and rest breaks and failing to make premium payments for those non-compliant meal and
24 rest breaks; failing to reimburse for necessary business expenditures; (6) failing to provide
25 accurate, itemized wage statements; and failing to timely pay my full wages earned during
26 employment and upon termination or resignation.
- 27
- 28 5. I retained Schneider Wallace Cottrell Konecky LLP (“SWCK”) and Lawyers *for* Justice
 (“LFJ”) to represent me in this Action.

- 1 6. During this litigation, I have contributed numerous hours of my own time to the litigation of
2 these claims and been in constant communication with my attorneys to keep apprised of the
3 status of the litigation and answer questions as needed. For example, prior to filing the
4 Complaint in this Action, I had multiple telephonic interviews with my attorneys about my
5 work experiences, possible claims, and my duties as a named plaintiff and Class representative
6 in this litigation. I understand that these duties include participating actively in the litigation,
7 reviewing significant events in the litigation, keeping abreast of the status and progress of the
8 litigation, and considering the interests of the Class and putting those interests ahead of my
9 own. I knew that there was no guarantee that we would be successful in this case, and that
10 there was a significant chance of protracted litigation. I realized that my name would be on a
11 Class Action. I also understood that I may be required to spend a significant amount of time
12 on the discovery process.
- 14 7. Before and during the two mediations in this Action, I was available to answer questions and
15 strategize with my attorneys. I remained on-call during the mediations and stayed updated
16 regarding their progress. Once we reached a settlement, I carefully reviewed the material
17 terms, discussed it with my attorneys, and signed the Agreement on December 17, 2023.
- 19 8. Throughout this litigation, I have been in constant communication with my attorneys to keep
20 apprised of the status of the litigation and to answer questions as needed to pursue this case. I
21 have kept up to date on the status at every phase.
- 22 9. In sum, I worked with my attorneys to prepare the Complaint, provided documents and
23 information regarding my experience working for Defendants, stayed up to date on the
24 mediation process and settlement decisions, and otherwise remained in constant contact with
25 my attorneys.
- 26 10. To make this proposed Settlement a reality, I agreed to a general release. The general release
27 encompasses all claims that I may have arising out of my employment with Defendants. In
28 contrast, I understand that the release for putative Class members is limited to the facts and

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claims alleged in the Complaints. I agreed to the general release as a condition of Settlement to resolve my claims and the claims of the putative Class members.

11. Aside from the payment I am eligible to receive as a putative Class member and an enhancement payment for serving as the class representative, subject to Court approval, I am not receiving any other benefits from this Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 12 / 20 / 2023, 2023 in Trevor Harding, California.



Trevor Harding