

ELECTRONICALLY FILED
Superior Court of California,
County of Tulare
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By: Vanessa Minguela,
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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 MILDRED
ARRIAGA 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

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DECLARATION OF MILDRED ARRIAGA

I, Mildred Arriaga, declare as follows:

1. I am a named plaintiff and seek to represent the putative Class in the above-captioned action (“Action”). I am over the age of 18. The following statements are based on my personal knowledge. If called upon to testify as to the matters stated herein, I could and would do so competently.
2. I submit this Declaration in Support of Plaintiffs’ Motion for Preliminary Approval of Class and PAGA Action Settlement in the Action against Defendants Plum Healthcare Group, LLC; Flax Holdings, LLC d/b/a River Valley Care Center; Gladiolus Holdings, LLC d/b/a The Pines at Placerville Healthcare Center; Jujube Holdings, LLC d/b/a Sunnyvale Post-Acute Center; Douglas Fir Holdings, LLC d/b/a Huntington Valley Healthcare Center; Olive Holdings, LLC d/b/a Aviara Healthcare Center; and Rosebud Holdings, LLC d/b/a Western Slope Health Center (collectively “Defendants”).
3. I was employed by Defendants as a non-exempt Nursing Assistant from approximately June 2020 to approximately November 19, 2021 at Aviara Healthcare Center in Encinitas, California.
4. During my employment with Defendants, I experienced issues as set forth in the Complaints in these Actions including Defendants failing to provide or make available compliant meal breaks and failing to make premium payments for those non-complaint meal breaks; failing to authorize and permit rest breaks and failing to make premium payments for those non-complaint rest breaks; failing to pay all minimum wages owed; failing to pay overtime wages; failing to compensate for all hours worked; failing to reimburse for necessary business expenditures; failing to provide accurate, itemized wage statements; and failing to timely pay full wages earned during employment and upon termination or resignation.


- 1 5. I retained Schneider Wallace Cottrell Konecky LLP (“SWCK”) and Lawyers *for* Justice
2 (“LFJ”) to represent me in this Action.
- 3 6. During this litigation, I have contributed numerous hours of my own time to the litigation of
4 these claims and been in constant communication with my attorneys to keep apprised of the
5 status of the litigation and answer questions as needed. For example, prior to filing the
6 Complaint in this Action, I had multiple telephonic interviews with my attorneys about my
7 work experiences, possible claims, and my duties as a named plaintiff and Class representative
8 in this litigation. I understand that these duties include participating actively in the litigation,
9 reviewing significant events in the litigation, keeping abreast of the status and progress of the
10 litigation, and considering the interests of the Class and putting those interests ahead of my
11 own. I knew that there was no guarantee that we would be successful in this case, and that
12 there was a significant chance of protracted litigation. I realized that my name would be on a
13 Class Action. I also understood that I may be required to spend a significant amount of time
14 on the discovery process.
- 15 7. Before and during the two mediations in this Action, I was available to answer questions and
16 strategize with my attorneys. I remained on-call during the mediations and stayed updated
17 regarding their progress. Once we reached a settlement, I carefully reviewed the material
18 terms, discussed it with my attorneys, and signed the Agreement on December 12, 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.
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10. To make this proposed Settlement a reality, I agreed to a general release. The general release encompasses all claims that I may have arising out of my employment with Defendants. In contrast, I understand that the release for putative Class members is limited to the facts and 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 / 21 / 2023, 2023 in Oceanside, California.



Mildred Arriaga