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Attorneys for Plaintiffs *KURT CASADINE and ALFRED GUERRERO,*
as individuals and on behalf of all similarly situated employees

**IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KURT CASADINE on behalf of) Case No.: CV 12-10078-DMG (CWx)
13 himself and all others similarly situated,))
14) Honorable Dolly M. Gee
15 Plaintiffs,)
16) **DECLARATION OF PLAINTIFF**
17 vs.) **ALFRED GUERRERO IN**
18) **SUPPORT OF REQUEST FOR**
19) **SERVICE ENHANCEMENT**
20) **AWARD**
21 MAXIM HEALTHCARE SERVICES,)
22 INC., a Maryland Corporation and) Date: September 18, 2015
23 DOES 1 through 100, inclusive,) Time: 11:00 a.m.
24) Dept.: Courtroom 7 – 2nd Floor
25 Defendants.)
26)
27) Complaint Filed: October 24, 2012
28)

1 **ADDITIONAL COUNSEL:**

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8 *Attorneys for Plaintiff KURT CASADINE and ALFRED GUERRERO*
9 *as individuals and on behalf of all similarly situated employees*
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DECLARATION OF ALFRED GUERRERO

I, Alfred Guerrero, hereby declare as follows:

1. I am an individual residing in Puyallup, Washington. I am over the age of eighteen and am a Plaintiff in the case *Kurt Casadine v. Maxim Healthcare Services, Inc.*, Case No. CV 12-10078-DMG-CWx. I hereby submit this declaration in support of Plaintiff's Request for Service Enhancement Award.

2. The foregoing is based upon my personal knowledge and, if called as a witness, I could and would competently testify thereto.

3. I was employed by Defendant, Maxim Healthcare Services, Inc. (hereinafter referred to as "Maxim") as a caregiver through the Tustin Staffing branch. I started my employment with Maxim in or about July or August 2012 and ended in April 2014. During my employment with Maxim, I regularly worked twenty-four (24) hour "live-in" shifts.

4. As a caregiver, my basic responsibilities were to assist my assigned patient / client with all facets of daily living, including bathing, grooming, assisting with shower and/or bathroom needs, meal preparation, assistant with meal service, housekeeping duties, administration of medications, shopping for household items and groceries, requests for water, general errands, and any other general care needs of my client / patient.

5. During my employment with Maxim, I was assigned and scheduled by Maxim to work twenty-four (24) hour "live-in" shifts. During my employment, Maxim compensated me approximately One Hundred Twenty Eight Dollars (\$128.00) per twenty-four (24) hour "live-in" shift. I was paid this flat or daily rate of pay for all twenty-four (24) hour "live-in" shifts.

6. I believe that certain employment practices of Maxim were unlawful, including Maxim's policy and practice of compensating employees who worked twenty-four (24) hour "live-in" shifts. I believe that Maxim failed to compensate

1 me and other similarly situated employees for all hours worked during twenty-four
2 (24) hour “live-in” shifts. I further believe that Maxim failed to issue legally
3 compliant wage statements which showed all required information, including all
4 hours worked and all applicable hourly rates of pay. In or about April 2015, I
5 agreed to serve as a Named Class Representative in this litigation in order to
6 represent other employees who were similarly affected by Maxim’s alleged
7 violations.

8 7. Despite the risks associated with serving as a named class
9 representative, I believed that I could adequately represent the proposed class of
10 employees.

11 8. I believe I am an adequate class representative because my interests in
12 this action are the same as other employees who worked twenty-four (24) hour
13 “live-in” shifts for Maxim. As a class representative I understand that I am
14 representing the interests of all class members in this litigation, and willingly and
15 knowingly brought the claims on behalf of class members. I fully understand that
16 as class representative I hold certain fiduciary duties to the class, and must always
17 consider the interests of class members. Through the lawsuit I sought the same
18 damages and remedies, unpaid minimum wages and waiting time penalties, as
19 class members sought. I believe that I have diligently served as a class
20 representative in this matter.

21 9. In or about March 2014, I was contacted by Sean M. Blakely,
22 attorneys of record for Plaintiff Kurt Casadine. I had several in-depth telephonic
23 conversations with Mr. Blakely regarding my employment with Maxim and
24 Maxim’s practices and policies regarding twenty-four (24) hour “live-in” shifts.
25 Based on the information I provided to Plaintiff’s counsel, in or about April 2014, I
26 submitted a signed declaration in support of Plaintiff’s Motion for Class
27 Certification. I understood at that time that Plaintiff Kurt Casadine was attempting
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1 to certify a class of similarly situated employees regarding Plaintiff's claims that
2 Maxim did not compensate its employees who worked twenty-four (24) hour "live-
3 in" shifts for all hours worked. I submitted a written declaration in support of
4 Plaintiff's Motion for Class Certification as I too believed that Maxim did not
5 compensate me for all hours worked during the twenty-four (24) hour "live-in"
6 shifts.

7 10. In or about November 2014, I submitted a second written declaration
8 in support of Plaintiff's Supplemental Class Certification Briefing regarding
9 Plaintiff's Wage Statement claim as I believed the paystubs issued by Maxim did
10 not include all information required under California law. Prior to submitting this
11 second declaration I conducted numerous telephonic conversations with Sean M.
12 Blakely regarding my employment with Maxim and Maxim's paystubs. I searched
13 for the paystubs I received during my employment with Maxim, and I submitted
14 true and correct copies of these wage statements as part of my declaration.

15 11. During the Parties' settlement negotiations, I agreed to become a
16 named class representative in this matter. Through my attorneys of record, I sent
17 written notice to the Labor Workforce Development Agency ("LWDA") of certain
18 alleged Labor Code violations pursuant to the Labor Code Private Attorneys
19 General Act ("PAGA"). Additionally, I as a named class representative filed a
20 Third Amended Complaint bringing forth a claim under PAGA. Throughout this
21 process, I was in constant communication with my attorneys regarding the Third
22 Amended Complaint and the proposed settlement.

23 12. Throughout this process, I have diligently served as a class
24 representative. I made myself available to my attorneys at their request and
25 conducted multiple telephonic conversations with my attorneys. I provided them a
26 wealth of information about my employment with Maxim and regarding Maxim's
27 policies and practices. I assisted my attorneys with the investigation process by
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1 providing documents and gathering information. As an example, I provided my
2 attorneys with two written declarations and searched and produced my Maxim
3 paystubs.

4 13. Based on the substantial information provided regarding the proposed
5 settlement, I believe the pending settlement terms are fair, reasonable and
6 adequate, and the consideration to the proposed class in exchange for a release of
7 claims asserted in the lawsuit is merited.

8 14. I estimate that I have spent no less than twenty-five (25) hours total
9 throughout this litigation, including my telephonic conversations with Sean M.
10 Blakely, Esq., gathering documents, reviewing documents, and gathering
11 information.

12 15. I understand that I may be entitled to additional payment for my role
13 as a class representative and the time I spent working on this case. I also
14 understand that this amount is not guaranteed and is subject to court approval.

15 16. I also took significant professional risk by agreeing to be a class
16 representative in this case. There is a very real possibility that due to my
17 involvement in this case, other companies could refuse to hire me. I knew that I
18 ran the risk of being labeled a troublemaker in the home health care industry
19 generally by serving as a named plaintiff in a class action lawsuit. I am aware that
20 future employers may be less inclined to hire me because of my involvement in
21 this case.

22 17. Furthermore, as part of the settlement agreement with Maxim, I
23 agreed to a much broader release of claims against Maxim, including agreeing to a
24 general release of all known and unknown claims against Maxim.

25 18. Between the time of the Order granting Plaintiffs' Motion for
26 Preliminary Approval and the present Motion for Attorneys Fees and Service
27 Enhancement Awards, I have been in constant contact with my attorneys to ensure
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1 that they had everything they needed to move the notice administration along as
2 well as to prepare this instant Motion for Attorneys Fees and Service Enhancement
3 Awards.

4 19. For the reasons stated above, I believe I am entitled to the requested
5 service enhancement award of \$2,000.00 for my work in this case. This amount is
6 fair and justified because of my involvement and assistance with this litigation, the
7 risks I took by agreeing to be a class representative, and the total settlement fund of
8 \$630,000.00.

9 I declare under penalty of perjury under the laws of the United States that
10 the foregoing is true and correct.

11 Executed at Puyallup, Washington on July 28, 2015

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14 **Alfred Guerrero**
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Digitally signed by Alfred Guerrero
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