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7 Attorneys for Plaintiffs and Putative Class

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA

10 ANDREW VEITCH, RAMONA McCAMISH, and
11 BENNIE SUMNER, individually, and on behalf of
12 others similarly situated,

13 Plaintiffs,

14 vs.

15 STANFORD HEALTH CARE, a corporation, and
16 DOES 1-20, inclusive,

17 Defendants.

Case No. 22CV395001

CLASS ACTION

**DECLARATION OF PLAINTIFF ANDREW
VEITCH IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: September 29, 2024

Time: 1:30 p.m.

Dept: D7

Before: Hon. Charles Adams

1 I, Andrew Veitch, declare, upon personal knowledge and under penalty of perjury, that the
2 following is true and correct:

3 1. I am a named plaintiff in this lawsuit. I am over the age of eighteen. I make this
4 declaration based upon my own personal knowledge, and I could and would testify to the following
5 facts if called upon to do so.

6 2. I am a current employee of Stanford Health Care (“SHC”). I have worked for SHC
7 since March 2011. I currently work 12-hour shifts, three days per week for SHC at Stanford Hospital
8 in Palo Alto.

9 3. When I first began working for SHC, I remember learning that SHC only provided
10 nurses one thirty-minute meal break per shift, even those of us who worked 12-hour shifts, and that for
11 operating room nurses, our meal break would be considered “late” only if we could not be relieved
12 from our duties by the end of our sixth hour of work.

13 4. Around August 2021, I began hearing from nurses in other departments at SHC that the
14 California Labor Code generally requires a meal period to begin by the end of their fifth hour of work
15 rather than the end of the sixth hour of work. Alongside other nurses, I began to press SHC’s
16 management about why we had been told that we could not receive premium pay for late meal periods
17 that were after the end of the fifth hour of work but before the end of the sixth hour of work. As a
18 result, management began to approve late meal period premiums for some of those meal breaks after
19 the end of the fifth hour but did not make any policy announcements or otherwise train nurses about
20 their meal period rights. Most of the nurses I work with did not know that they were entitled to receive
21 premium pay for those late meal periods.

22 5. I started working on this case around February 2022. Around that time, my attorneys
23 interviewed me at length by phone, and I searched for and provided information and documents to my
24 attorneys, including emails and pay stubs. We also corresponded via email. I also connected my
25 attorneys to coworkers who were interested in being interviewed or had legal questions about SHC’s
26 meal break practices.

27 6. Around the same time, I reviewed the written retainer agreement with my attorneys and
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1 carefully considered whether to take on the responsibility of serving as a class representative and
2 putting my name on public documents as a named plaintiff. My retainer agreement with my attorneys
3 permitted my attorneys to recover their fees through a settlement based on 33.3% of the gross value of
4 any settlement. After carefully reviewing the retainer agreement, I signed it.

5 7. Around the beginning of March 2022, I reviewed the Complaint filed in Court and the
6 notice letter submitted to California Labor Workforce and Development Agency and discussed those
7 documents with my attorneys.

8 8. Less than two weeks after my attorneys filed the Complaint, I received an email from
9 SHC management to all staff in the operating rooms at Stanford Hospital about meal and rest break
10 policies. The email announcement and a subsequent video conference meeting about the new policy
11 left me and others with more questions than answers about our meal period rights. SHC's management
12 never followed up with us to answer questions raised during that policy meeting. I kept my attorneys
13 apprised of the new changes to meal period policies via email and phone calls.

14 9. In the months after the case was filed, many of my colleagues approached me to express
15 their gratitude that Ramona McCamish and I stood up to SHC to assert our workplace rights and the
16 rights of our colleagues. I remember hearing from some of my colleagues that they felt relieved that
17 someone was finally standing up to assert our rights after being ignored by SHC for so long.

18 10. Around November 2022, my attorneys informed me that a mediation was scheduled
19 with Mr. Jeffrey Ross in February 2023.

20 11. The date of the mediation was later pushed back to March 29, 2023. I attended the
21 mediation via Zoom and participated actively, answering questions from Mr. Ross about my
22 experience working for SHC and my understanding of SHC's meal period policies and practices. Prior
23 to the date of mediation, I met with my attorneys and the other plaintiffs to go over what to expect at
24 mediation, including the legal and factual issues that might arise. I answered my attorneys' questions
25 about factual issues raised in SHC's letter to the mediator. I also carefully reviewed the mediator's
26 confidentiality agreement and signed it. I also reviewed, collected, and sent my attorneys several
27 emails about SHC's meal practices and policies, including management's responses to inquiries about
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1 penalty requests, and additional pay stubs.

2 12. After mediation, my attorneys, the other plaintiffs, and I joined a video conference to
3 debrief from the mediation and to discuss next steps in the case. I understand that the first mediation
4 with Mr. Ross did not result in a settlement agreement, but that my attorneys and SHC agreed to
5 continue discussing a possible settlement while continuing to litigate the case.

6 13. Around December 2023, I learned that a second mediation session was scheduled with
7 Mr. Ross for January 24, 2024. In preparation for that mediation, I again spoke to my attorneys at
8 length about the various legal and factual issues involved and about updates in SHC's meal period
9 policies and practices. I made myself available on the day of mediation for phone calls should my
10 attorneys or the mediators have questions for me.

11 14. Following mediation, I had phone calls with my attorneys to discuss the results of the
12 mediation. I carefully considered the impact on the class, not just myself, when deciding to accept the
13 settlement. I also gave my attorneys input on various terms of the settlement agreement and discussed
14 the process of memorializing the agreement in a memorandum of understanding.

15 15. On April 15, 2024, I carefully reviewed the terms of the memorandum of
16 understanding, had a phone call with my attorneys about the terms, and signed the agreement.

17 16. I also recently reviewed the longer version of the settlement agreement, discussed it
18 with my attorneys, and signed it.

19 17. In the years between when the complaint was filed and the mediation, I stayed in
20 regular contact with my attorneys by phone, email, and text to discuss the status of the case and the
21 strategy for the case. I made myself available to answer questions about SHC's policies and my
22 experiences at SHC.

23 18. I estimate I have spent well over 100 hours on this case.

24 19. Throughout this case, I have understood that I have a duty to represent not just my own
25 interests but also the interests of other SHC nurses who could be part of this case. I understand that I
26 have had a responsibility to make decisions in this case a way that didn't favor my own interests over
27 those of other SHC nurses. I believe that I have fulfilled these duties, and that the settlement is in the
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1 best interests of the class as a whole.

2 20. It was a difficult decision for me to decide to serve as a named plaintiff in this case.
3 I've been afraid that SHC is going to retaliate against me for being a plaintiff. Of the three named
4 plaintiffs, I am the only plaintiff who is still an employee of SHC and the only one who could still be
5 retaliated against. I don't want to lose my job – I was working at SHC during the height of the
6 COVID-19 pandemic and over the last several years have risked my health and life to care for patients
7 at Stanford Hospital. I feel frustrated that despite my commitment to my patients and to my job, SHC
8 has refused for years to pay me and other nurses in accordance with California law for late and missed
9 meal periods, and even when it has paid meal period premiums, it pays less than the amount California
10 law requires.

11 21. I am very proud that this lawsuit, and that my decision to put myself out there on behalf
12 of other nurses will result in substantial checks being sent to around 900 nurses who have worked so
13 hard for SHC and its patients to provide the very best medical care.

14 22. I think that the attorneys' fees award request of one-third of the settlement amount is
15 reasonable.

16
17 I declare, under penalty of perjury, under the laws of the State of California and of the United
18 States that the foregoing is true and correct. Executed on 5/9/2024 in Aptos,
19 California.

20 DocuSigned by:
21 *Andrew Veitch*
22 DB0BA0BF36D6497...
23 Andrew Veitch

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7 Attorneys for Plaintiffs and Putative Class

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA

10 ANDREW VEITCH, RAMONA McCAMISH, and
11 BENNIE SUMNER, individually, and on behalf of
12 others similarly situated,

13 Plaintiffs,

14 vs.

15 STANFORD HEALTH CARE, a corporation, and
16 DOES 1-20, inclusive,

17 Defendants.

Case No. 22CV395001

CLASS ACTION

**DECLARATION OF PLAINTIFF BENNIE
SUMNER IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: September 29, 2024

Time: 1:30 p.m.

Dept: D7

Before: Hon. Charles Adams

1 I, Bennie “Jon” Sumner, declare, upon personal knowledge and under penalty of perjury, that
2 the following is true and correct:

3 1. I am a named plaintiff in this lawsuit. I am over the age of eighteen. I make this
4 declaration based upon my own personal knowledge, and I could and would testify to the following
5 facts if called upon to do so.

6 2. I am a former employee of Stanford Health Care (“SHC”). I began working for SHC in
7 August 2016 and stopped working for SHC around April 2021. When I was working, I was scheduled
8 either for 8-hour shifts or 12-hour shifts for SHC at Stanford Hospital in Palo Alto.

9 3. When I first began working for SHC, I remember learning that SHC only provided
10 nurses one thirty-minute meal break per shift, even those of us who worked 12-hour shifts, and that for
11 operating room nurses, our meal break would be considered “late” only if we could not be relieved
12 from our duties by the end of our sixth hour of work.

13 4. I started working on this case around May 2022. My attorneys interviewed me at length
14 by phone, and I searched for and provided information and documents to my attorneys, including
15 emails and pay stubs. Around the same time, I reviewed the written retainer agreement with my
16 attorneys and carefully considered whether to take on the responsibility of serving as a class
17 representative and putting my name on public documents as a named plaintiff. My retainer agreement
18 with my attorneys permitted my attorneys to recover their fees through a settlement based on 33.3% of
19 the gross value of any settlement. After carefully reviewing the retainer agreement, I signed it.

20 5. I understand that because of my role as a named plaintiff and as a former employee of
21 SHC, the lawsuit could include a claim for unpaid wages due to former employees who left SHC.

22 6. Around November 2022, my attorneys informed me that a mediation was scheduled
23 with Mr. Jeffrey Ross in February 2023.

24 7. The date of the mediation was later pushed back to March 29, 2023. I attended the
25 mediation via Zoom and participated actively, answering questions from Mr. Ross about my
26 experience working for SHC and my understanding of SHC’s meal period policies and practices. Prior
27 to the date of mediation, I met with my attorneys and the other plaintiffs to go over what to expect at
28

1 mediation, including the legal and factual issues that might arise. I answered my attorneys' questions
2 about factual issues raised in SHC's letter to the mediator. I also carefully reviewed the mediator's
3 confidentiality agreement and signed it. I also reviewed, collected, and sent my attorneys several
4 emails about SHC's meal practices and policies, including management's responses to inquiries about
5 penalty requests, and additional pay stubs.

6 8. After mediation, my attorneys, the other plaintiffs, and I joined a video conference to
7 debrief from the mediation and to discuss next steps in the case. I understand that the first mediation
8 with Mr. Ross did not result in a settlement agreement, but that my attorneys and SHC agreed to
9 continue discussing a possible settlement while continuing to litigate the case.

10 9. Around December 2023, I learned that a second mediation session was scheduled with
11 Mr. Ross for January 24, 2024. In preparation for that mediation, I again spoke to my attorneys at
12 length about the various legal and factual issues involved and about updates in SHC's meal period
13 policies and practices. I made myself available on the day of mediation for phone calls should my
14 attorneys or the mediators have questions for me.

15 10. Following mediation, I had phone calls with my attorneys to discuss the results of the
16 mediation. I carefully considered the impact on the class, not just myself, when deciding to accept the
17 settlement. I also gave my attorneys input on various terms of the settlement agreement and discussed
18 the process of memorializing the agreement in a memorandum of understanding.

19 11. On April 16, 2024, I carefully reviewed the terms of the memorandum of
20 understanding, had a phone call with my attorneys about the terms, and signed the agreement.

21 12. I also recently reviewed the longer version of the settlement agreement, discussed it
22 with my attorneys, and signed it.

23 13. In the years between when the complaint was filed and the mediation, I stayed in
24 regular contact with my attorneys by phone, email, and text to discuss the status of the case and the
25 strategy for the case. I made myself available to answer questions about SHC's policies and my
26 experiences at SHC.

27 14. I estimate I have spent a total of approximately twenty-five hours on this case.
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1 15. Throughout this case, I have understood that I have a duty to represent not just my own
 2 interests but also the interests of other SHC nurses who could be part of this case. I understand that I
 3 have had a responsibility to make decisions in this case a way that didn't favor my own interests over
 4 those of other SHC nurses. I believe that I have fulfilled these duties, and that the settlement is in the
 5 best interests of the class as a whole.

6 16. It was a difficult decision for me to decide to serve as a named plaintiff in this case.
 7 Although I no longer work for SHC, I was afraid that my current employer might find out that I'm a
 8 plaintiff in a lawsuit and could retaliate against me for asserting my workplace rights. I was working
 9 at SHC when the COVID-19 pandemic hit and risked my health and life to care for patients at Stanford
 10 Hospital. I feel frustrated that despite my commitment to my patients and to my job, SHC refused to
 11 pay me and other nurses in accordance with California law for late and missed meal periods, and even
 12 when it has paid meal period premiums, it pays less than the amount California law requires.

13 17. I am very proud that this lawsuit, and that my decision to put myself out there on behalf
 14 of other nurses will result in substantial checks being sent to around 900 nurses who have worked so
 15 hard for SHC and its patients to provide the very best medical care. I feel confident that once notice of
 16 this settlement is sent to the other class members, people will reach out to me to express their gratitude
 17 for this settlement.

18 18. I think that the attorneys' fees award request of one-third of the maximum settlement
 19 amount is reasonable.
 20

21 I declare, under penalty of perjury, under the laws of the State of California and of the United
 22 States that the foregoing is true and correct. Executed on 5/13/2024 in San Francisco, California.

23 DocuSigned by:
 24 
 25 0B2C22D387E8468...
 26 Bennie Jon Sumner

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9 COUNTY OF SANTA CLARA

10 ANDREW VEITCH, RAMONA McCAMISH, and
11 BENNIE SUMNER, individually, and on behalf of
12 others similarly situated,

13 Plaintiffs,

14 vs.

15 STANFORD HEALTH CARE, a corporation, and
16 DOES 1-20, inclusive,

17 Defendants.

Case No. 22CV395001

CLASS ACTION

**DECLARATION OF PLAINTIFF RAMONA
McCAMISH IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: September 29, 2024

Time: 1:30 p.m.

Dept: D7

Before: Hon. Charles Adams

1 I, Ramona McCamish, declare, upon personal knowledge and under penalty of perjury, that the
2 following is true and correct:

3 1. I am a named plaintiff in this lawsuit. I am over the age of eighteen. I make this
4 declaration based upon my own personal knowledge, and I could and would testify to the following
5 facts if called upon to do so.

6 2. I am a former employee of Stanford Health Care (“SHC”). I began working for SHC in
7 November 2017 and I retired in November 2023. When I was working, I was scheduled either for 10-
8 hour shifts four days per week or 12-hour shifts three days per week at Stanford Hospital in Palo Alto.

9 3. When I first began working for SHC, I remember learning that SHC only provided
10 nurses one thirty-minute meal break per shift, even those of us who worked 12-hour shifts, and that for
11 operating room nurses, our meal break would be considered “late” only if we could not be relieved
12 from our duties by the end of our sixth hour of work.

13 4. Around August 2021, I began to press SHC’s management about why we had been told
14 that we could not receive premium pay for late meal periods that were after the end of the fifth hour of
15 work but before the end of the sixth hour of work. I had recently learned from a nurse in an outpatient
16 department that SHC was paying late meal period premiums for nurses in other departments after the
17 end of the fifth hour of work. As a result, management began to approve late meal period premiums
18 for some of those meal breaks after the end of the fifth hour but did not make any policy
19 announcements or otherwise train nurses about their meal period rights. Most of the nurses I worked
20 with did not know that they were entitled to receive premium pay for those late meal periods.

21 5. I started working on this case around February 2022. Around that time, my attorneys
22 interviewed me at length by phone, and I searched for and provided information and documents to my
23 attorneys, including emails and pay stubs. We also corresponded via email. I also connected my
24 attorneys to coworkers who were interested in being interviewed or had legal questions about SHC’s
25 meal break practices.

26 6. Around the same time, I reviewed the written retainer agreement with my attorneys and
27 carefully considered whether to take on the responsibility of serving as a class representative and
28

1 putting my name on public documents as a named plaintiff. My retainer agreement with my attorneys
2 permitted my attorneys to recover their fees through a settlement based on 33.3% of the gross value of
3 any settlement. After carefully reviewing the retainer agreement, I signed it.

4 7. Around the beginning of March 2022, I reviewed the Complaint filed in Court and the
5 notice letter submitted to California Labor Workforce and Development Agency and discussed those
6 documents with my attorneys.

7 8. Less than two weeks after my attorneys filed the Complaint, I received an email from
8 SHC management to all staff in the operating rooms at Stanford Hospital about meal and rest break
9 policies. The email announcement and a subsequent video conference meeting about the new policy
10 left me and others with more questions than answers about our meal period rights. SHC's management
11 never followed up with us to answer questions raised during the policy meeting. I kept my attorneys
12 apprised of the new changes to meal period policies via email and phone calls.

13 9. In the months after the case was filed, several of my colleagues approached me to
14 express their gratitude that Andrew Veitch and I stood up to SHC to assert our workplace rights and
15 the rights of our colleagues. I remember being told by one colleague that they were confused why we
16 hadn't been getting paid these premiums and had always wondered why that was SHC's policy, and
17 thanking me for speaking up for the nurses.

18 10. Around November 2022, my attorneys informed me that a mediation was scheduled
19 with Mr. Jeffrey Ross in February 2023.

20 11. The date of the mediation was later pushed back to March 29, 2023. I attended the
21 mediation via Zoom and participated actively, answering questions from Mr. Ross about my
22 experience working for SHC and my understanding of SHC's meal period policies and practices. Prior
23 to the date of mediation, I met with my attorneys and the other plaintiffs to go over what to expect at
24 mediation, including the legal and factual issues that might arise. I answered my attorneys' questions
25 about factual issues raised in SHC's letter to the mediator. I also carefully reviewed the mediator's
26 confidentiality agreement and signed it. I also reviewed, collected, and sent my attorneys several
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1 emails about SHC’s meal practices and policies, including management’s responses to inquiries about
2 penalty requests, and additional pay stubs.

3 12. After mediation, my attorneys, the other plaintiffs, and I joined a video conference to
4 debrief from the mediation and to discuss next steps in the case. I understand that the first mediation
5 with Mr. Ross did not result in a settlement agreement, but that my attorneys and SHC agreed to
6 continue discussing a possible settlement while continuing to litigate the case.

7 13. Around December 2023, I learned that a second mediation session was scheduled with
8 Mr. Ross for January 24, 2024. In preparation for that mediation, I again spoke to my attorneys at
9 length about the various legal and factual issues involved and about updates in SHC’s meal period
10 policies and practices. I made myself available on the day of mediation for phone calls should my
11 attorneys or the mediator have questions for me.

12 14. Following mediation, I had phone calls with my attorneys to discuss the results of the
13 mediation. I carefully considered the impact on the class, not just myself, when deciding to accept the
14 settlement. I also gave my attorneys input on various terms of the settlement agreement and discussed
15 the process of memorializing the agreement in a memorandum of understanding.

16 15. On April 16, 2024, I carefully reviewed the terms of the memorandum of understanding
17 and signed the agreement.

18 16. I also recently reviewed the longer version of the settlement agreement, discussed it
19 with my attorneys, and signed it.

20 17. In the years between when the complaint was filed and the mediation, I stayed in
21 regular contact with my attorneys by phone, email, and text to discuss the status of the case and the
22 strategy for the case. I made myself available to answer questions about SHC’s policies and my
23 experiences at SHC.

24 18. I estimate I have spent over forty hours on this case.

25 19. Throughout this case, I have understood that I have a duty to represent not just my own
26 interests but also the interests of other SHC nurses who could be part of this case. I understand that I
27 have had a responsibility to make decisions in this case in a way that didn’t favor my own interests
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1 over those of other SHC nurses. I believe that I have fulfilled these duties, and that the settlement is in
2 the best interests of the class as a whole.

3 20. It was a difficult decision for me to decide to serve as a named plaintiff in this case. I
4 was fearful that SHC would retaliate against me for being a plaintiff. I also feel frustrated that despite
5 my commitment to my patients and to my job, SHC has refused for years to pay me and other nurses in
6 accordance with California law for late and missed meal periods.

7 21. I am very proud that this lawsuit, and that my decision to put myself out there on behalf
8 of other nurses will result in substantial checks being sent to around 900 nurses who have worked so
9 hard for SHC and its patients to provide the very best medical care. I feel confident that once notice of
10 this settlement is sent to the other class members, more people will reach out to me to express their
11 gratitude for this settlement.

12 22. I think that the attorneys' fees award request of one-third of the settlement amount is
13 reasonable.

14
15 I declare, under penalty of perjury, under the laws of the State of California and of the United
16 States that the foregoing is true and correct. Executed on 5/9/2024 in Alcochete, Portugal.

17 DocuSigned by:
18 *Ramona McCamish*
19 3C6F430C7F8B40E...
20 Ramona McCamish