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14 Attorneys for Plaintiff Ana Santana

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SAN DIEGO

17 ANA SANTANA, individually and on behalf
18 of all similarly situated current and former
19 and/or aggrieved employees of
20 DEFENDANTS in the State of California,

21 Plaintiffs,

22 v.

23 HARBOR FOODS, INC., HARBOR FOODS
24 #2, INC., HARBOR FOODS #3, INC.,
25 HARBOR FOODS #4, INC. and DOES 1
26 THROUGH 50, inclusive,

27 Defendants

Case No.: 37-2020-00026743-CU-OE-CTL

**DECLARATION OF ANA SANTANA IN
SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND COLLECTIVE ACTION
SETTLEMENT**

Date: April 21, 2023

Time: 9:00 a.m.

Judge: Hon. James A. Mangione

Dept: C-75

Complaint Filed: July 30, 2020

Trial Date: None Set

1 I, Ana Santana, declare as follows:

2 1. I am over eighteen years of age and am a resident of San Diego, California. I am a Plaintiff
3 in the above-captioned action.

4 2. I make this declaration based upon my personal knowledge. I could and would competently
5 testify as to the facts set forth herein if called upon to do so.

6 3. I was employed by Defendants from approximately March 2018 to September 2019.

7 4. I worked as a host and a server the entirety of my employment. I worked full-time
8 throughout my employment with Defendants. I was injured on the job in July of 2019. Defendants
9 changed my job position to host, a non-exempt position. I continued to work as a host until the Defendant
10 terminated my employment.

11 5. I was classified as a non-exempt employee at all relevant times and earned an hourly wage.

12 6. Defendants required me to remain on-duty during my meal breaks and didn't properly staff
13 my location. As a result, I was frequently interrupted during my meal breaks. I believe that Defendants
14 did not include the work we performed during our meal and rest period in our wage statements and did
15 not compensate us for that time. For the same reasons, I was not able to take my rest breaks.

16 7. I also found my wage statements confusing for how the addresses and entity listed as my
17 employer was incomplete.

18 8. I believe that Harbor did not properly pay me for all the wages for the hours that we worked
19 during our meal breaks. I was also required to perform pre and post shift work that I was not compensated
20 for.

21 9. In addition, I was required to purchase my own server books to perform my duties for my
22 work with Defendants. However, I was never reimbursed.

23 10. After speaking with my attorneys at GrahamHollis APC about the various violations of
24 wage and hour laws that I endured, and after much thought I decided I wanted to participate in this class
25 action on behalf of all similarly-situated non-exempt employees.

26 11. I knew that starting litigation against my former employer might be risky and lengthy. I
27 understood there were other significant risks that I was taking if I decided to participate in a class action
28 litigation as a named plaintiff. For instance, if I lost, I might have to face a judgment for some of Harbor's

1 legal costs. I knew that my name might be found by anyone including future prospective employers just
2 by performing a Google search. Even understanding all these risks, I was still willing to move forward
3 and bring this case on behalf of the other employees that I believed were not paid all of their wages. I was
4 not afraid to stand up for what I believed was right, but I was still nervous about the possible negative
5 consequences.

6 12. Since I first met with my attorneys in September 2019 until now, and for over three years,
7 I have kept up with and remained aware of the status of the lawsuit and provided my attorneys with
8 documents and information used by them in the litigation. I have spent significant time and effort pursuing
9 my claims and the claims of the other workers from the time I retained my attorneys to the present date.

10 13. After retaining my attorneys, I spent hours in meetings and on the phone discussing the
11 facts of my case with my attorneys Graham Hollis, Vilmarie Cordero, and Erik Dos Santos spent several
12 hours discussing the facts related to my work with Defendants, including discussing my job duties and
13 responsibilities, my job position, and the hours and days I worked, and how I was compensated.

14 14. I also spent several hours looking for documents related to my claims against Defendants
15 that I had kept and sent them to my attorneys. I further spent time on telephone calls with Vilmarie
16 Cordero, and Erik Dos Santos reviewing and discussing the documents I provided.

17 15. After Defendants produced a copy of my employment file, I had various telephone
18 conferences with my attorneys to discuss the content of these documents and review them for accuracy. I
19 also spent time reviewing all the documents I signed during my employment while working for
20 Defendants.

21 16. I spent time with my attorneys reviewing my claim letter to the Labor and Workforce
22 Development Agency, which contained a summary of my claims.

23 17. I also spent time reviewing the Complaint prior to my attorneys filing it and authorized the
24 filing of it.

25 18. I understood that as a named Plaintiff a lot of work would be required of me and I was
26 willing to perform that work in order to assist my attorneys in bringing this lawsuit.

27 19. After the lawsuit was filed, I worked with my attorneys to assist them in formulating
28 questions to be asked to Defendants and identify which documents they should request to be produced.

1 After my attorneys obtained documents from Defendants, I worked with them to explain the various
2 terminology and to better understand the policies and practices of Defendants in both as written and in
3 practice.

4 20. I also obtained and provided my attorneys with the names and contact information of other
5 employees at Defendants that had the same complaints I had for my attorneys to interview them and obtain
6 additional information.

7 21. My attorneys informed me that Defendants had agreed to participate in mediation to
8 resolve this case. I believed it was in the best interest to attempt to resolve this case early instead of
9 engaging in additional costly and time-consuming litigation in court.

10 22. I also spent time with my attorneys answering questions and helping them to calculate the
11 amount of wages that were not paid in order to prepare for the mediation session. At mediation, I was
12 available to respond to questions telephonically from my attorneys and the mediator.

13 23. After the case did not settle, I continued to speak with my attorneys about the continuing
14 settlement negotiations, and we were ultimately able to resolve the case. I believe the amount being paid
15 is a fair resolution of the case especially as I understood the time and risks involved if I had to proceed to
16 trial.

17 24. In February 2023, Mr. Dos Santos explained to me the content of the settlement agreement,
18 and I had an opportunity to review it. I spent significant time discussing and reviewing the settlement
19 agreement with my attorney before signing it.

20 25. In March 2023, I signed a Joint Stipulation and Agreement to settle my claims against
21 Defendants.

22 26. It is my opinion that the proposed class action settlement achieved is fair, adequate and
23 reasonable.

24 27. I have no conflicts of interest with other current or former employees represented in this
25 case. We all want the same thing; to be properly compensated for our labor.

26 28. I believe I have put myself at significant risk by pursuing this lawsuit.

27 29. I also feel my participation as one of the representatives in this class action lawsuit could
28 inhibit my ability to seek gainful employment in the future.

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30. I estimate I have spent over 60 hours working with my lawyers for over a year, performing the various tasks described in this declaration, including preparing and attending mediation, identifying potential witnesses, helping my attorneys prepare for mediation, and reviewing the class action settlement agreement, not only for my own benefit but for the benefit of all other class members. To this date, I continue to regularly communicate with my attorneys about the progress of the case.

31. I am requesting the Court approve a \$7,500 service award. I believe this amount is very modest and reasonable considering the significant amount of work, time and effort I have spent with my attorneys to achieve this settlement. The time and service I provided to the class resulted in the parties agreeing to settle the case and in a positive outcome to the entire class, who will receive a share of the settlement funds in this case.

32. As part of the Settlement Agreement, I am also agreeing to release any and all claims I have against Defendants.

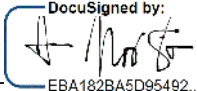
33. I also believe the amount of the class representative service award is very reasonable considering the financial and professional risks I took by bringing a class action lawsuit against my employer, particularly in the tough job economy, and the risk of not prevailing in the lawsuit and being responsible for the payment of costs to Defendants.

34. I have been extremely pleased with my attorneys' work on this case. I found that they worked effectively to attain the excellent results achieved for the benefit of all class members.

35. I am committed to this case and will continue to make myself available as needed in the settlement process.

36. I am aware of the fee split between GrahamHollis, APC, Gaines & Gaines, APLC, and Davtyan Law Firm, Inc., which I acknowledged and agreed to in a Joint Prosecution Agreement.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this 28 day of March, 2023, at San Diego, California.

By:  ANA SANTANA
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