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ATTORNEYS FOR PLAINTIFF, ETHAN PEARL AND THOSE
SIMILARLY SITUATED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

ETHAN PEARL, INDIVIDUALLY AND ON
BEHALF OF THOSE SIMILARLY SITUATED,

PLAINTIFFS,

v.

WIPRO LIMITED, A FOREIGN
CORPORATION, AND DOES 1 THROUGH 10,
INCLUSIVE,

DEFENDANTS.

CASE No. CGC-20-584628

**DECLARATION OF PLAINTIFF
ETHAN PEARL IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: February 18, 2022

Time: 9:30 a.m.

Dept: 302

Judge: Hon. Ethan P. Schulman

Action filed June 2, 2020

No trial date set

1 I, Ethan Pearl, declare and state as follows:

2 1. I was employed by Wipro Limited (“Wipro”) from August, 2018 until late
3 December, 2019. Except as otherwise indicated, I have personal knowledge of the facts
4 set forth in this declaration.

5 2. During my employment at Wipro, I worked overtime (beyond 8 hours per day),
6 but Wipro did not always pay all overtime pay owed to me. When I actually recorded
7 overtime hours on the time entry records, Wipro did not pay my overtime pay (1.5 times
8 my regular rate of pay) or any pay for those minutes/hours. Also, Wipro discouraged me
9 and other employees from reporting overtime hours, and thus, I did not always record all
10 hours worked.

11 3. Although my employment ended in late December, 2019, Wipro did not pay my
12 final wages until January 10, 2020. The final wages paid on this date did not include all
13 overtime wages, minimum wages and regular wages for all time worked, which have still
14 not been paid.

15 4. The wage statements issued to me in 2018, 2019 and 2020 did not include my
16 correct gross and net wages due to the unpaid wage issue above, my hourly rate of pay
17 (or the correct hourly rate of pay), the correct total hours worked or the correct number of
18 hours worked at each rate of pay. Wipro regularly listed 80 hours of work on my wage
19 statements, regardless of how many hours I actually worked. Also, Wipro did not list my
20 correct hourly rate on wage statements, if an hourly rate of pay was listed at all.

21 5. During my employment at Wipro, I was not able to take all 30-minute meal
22 periods before the end of the fifth hour of work or 10-minute rest periods for every four
23 hours of work due to demands of the job. I do not even recall seeing policies or
24 instructions that we were able to take meal and rest periods. Despite missing meal and
25 rest periods or not taking them in a timely manner, Wipro did not provide me with
26 premium pay for each day a meal or rest period was missed or noncompliant.

27 6. Throughout this case, I have assisted my attorney by providing information
28 necessary to prepare complaints and discovery requests. Further, I have reviewed and

1 provided feedback to my attorney regarding settlement agreements and this declaration. I
2 also communicated with my attorney during in a mediation session in June, 2021 and in
3 subsequent settlement discussions until late October, 2021, when I authorized the
4 settlement. Thus, I have and will continue to protect the interests of the Class.

5 I declare under penalty of perjury of the laws of California and the United States
6 that this statement is true and correct. Executed this 20 day of January,
7 2022, at Walnut Creek, California.

8 
9 _____
10 ETHAN PEARL