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9 **OBED ROMO RAMOS**

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF NAPA**
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15 OBED ROMO RAMOS, AND ON BEHALF
16 OF ALL SIMILARLY AGGRIEVED
EMPLOYEES,

17 Plaintiff,

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19 v.

20 MEADOWOOD RESORT, LLC, PAN
21 ATLANTIC CONSULTANTS, INC. and
22 DOES 1 through 10,

23 Defendants.
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Case Number: C20-01017

**DECLARATION OF PLAINTIFF ROMO
RAMOS IN SUPPORT OF MOTION
FOR APPROVAL OF SETTLEMENT OF
PLAINTIFF'S CLAIM FOR PENALTIES
UNDER CALIFORNIA LABOR CODE
SECTION 2698, ET SEQ.**

Hearing Date: April 15, 2022
Hearing Time: 8:30 a.m.
Dept.: Civil, Courtroom B

Complaint Filed: July 23, 2020
Trial Date: ---vacated---

Hon. Scott R.L. Young

1 I, OBED ROMO RAMOS, declare as follows:

2 1. The information contained herein is based on my personal knowledge and/or
3 belief. If called to testify to this information under oath, I could and would do so competently.

4 2. I was employed by Meadowood Resort between December 4, 2018, and July 11,
5 2019. I worked 40-hours a week, regular full-time employee at Meadowood with a pay rate of
6 \$16 per hour. As part of the training/internship team, I was paid \$16 per hour compared to the
7 regular staff's rate of \$18 per hour. I most often worked a Monday through Friday schedule,
8 typically from 7 am to 3:30 pm, but sometimes worked evening shifts from 1 pm to 9:30 pm.
9 On December 4, 2018.

10 3. On May 6, 2019, I emailed HR representative Bob Shimmer and expressed
11 concerns regarding my work tasks assigned being outside of what was outlined in my training
12 program.

13 4. On May 29, 2019, I sustained a work-related knee injury. On June 1, 2019, I
14 received emergency treatment at Alameda Hospital for a work-related injury of the knee.

15 5. I was transferred to the grilling station, then transferred to the security
16 department.

17 6. On or about July 12, 2019, I received a letter in the mail from Meadowood
18 Resort indicating that I had voluntarily quit on July 11, 2019.

19 7. I did not find a replacement job until October 2019.

20 8. I sought assistance from the law firm because of the way I was let go. I also
21 thought that there were problems with the breaks we were receiving. We sometimes got too
22 busy to get all our breaks and worked through our breaks.

23 9. I was not happy with my "J" visa experience at Meadowood. I felt like they
24 oversold the cultural and work exchange.

25 10. Due to the heavy workload, I was also not able to take proper rest breaks and
26 meal periods were sometimes not provided. I believe I was not properly compensated for the
27 late or missed meal and rest breaks.

28 11. I provided records to my attorneys, information about witnesses, co-workers both

folks that I use to work with and others who also worked at Meadowood.

12. I provided documents on my training/internship placement plan from Pan Atlantic, medical records, earning statements, screenshots of email exchanges, and the Meadowood Resort Staff Member Handbook for the lawyers to review.

13. During my tenure at Meadowood my supervisor told me that sometimes I have to skip my rest breaks because we were too busy. After reviewing the time records and talking to more people, I do realize that the meal period claim may not be as strong for all of the banquet, restaurant and kitchen workers. I suffered some meal period violations, but I also realize that I got paid for some of them. I agree with my lawyers that it is the afternoon breaks that need attention and for which Meadowood should be penalized. This was part of the practice at Meadowood that needs the most attention and change.

14. I am satisfied to have assisted in the lawsuit against Meadowood. I believe there has been changes because of the effort I made. I accept compromising my claims and not pursuing the wrongful termination in exchange for this settlement and the fact that Meadowood has been penalized for its break practices.

15. I support the approval of this motion.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Executed on this 18th day of March 2022, in San Francisco, California.

Obed Romo

OBED ROMO RAMOS

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