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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

JOSE PABLO JIMENEZ, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

NESTLE WATERS NORTH AMERICA,
INC., a Delaware corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.: BCV-20-102561

**DECLARATION OF NICK ROSENTHAL
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 6, 2022

Time: 8:30 a.m.

Division: J

1 I, Nick Rosenthal, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
3 California, and am with the law firm Diversity Law Group, counsel of record for Plaintiff Jose
4 Pablo Jimenez ("Plaintiff"). I have personal knowledge of the facts set forth below and if called
5 to testify I could and would do so competently.

6 2. I am one of the primary attorneys on this matter. My qualifications are as
7 follows: I received my JD from University of Southern California Gould School of Law in
8 2009. Upon graduation, I practiced law as an associate at Seyfarth Shaw LLP, representing
9 corporate clients in both single-plaintiff and wage hour class actions. In 2014, I began as an
10 associate at Diversity Law Group.

11 3. I have handled a number of wage and hour matters including class actions and
12 multiple-plaintiff actions. I have been named as Class Counsel in a number of class actions that
13 have been granted certification or preliminary or final approval by the Superior Courts of Los
14 Angeles County, Orange County, Alameda County, and Monterey County, the United States
15 District Court for the Central District of California, and the United States District Court for the
16 Northern District of California. These cases include, but are not limited to: *Diller v. Under*
17 *Armour Retail, Inc.*, Santa Clara County Superior Court Case No. 114-CV-265729, *Lopez v.*
18 *Imperial Body Shop, Inc.*, Orange County Superior Court Case No. Case No. 30-2015-00816193-
19 CU-OE-CXC, *Hughes v. Lincare, Inc., et al.*, Monterey County Superior Court Case No.
20 M124764, *Pittman v. Martinez Steel Corporation*, San Bernardino County Superior Court Case
21 No. CIVDS1823132, *Della Maggiora v. Watsonville Community Hospital*, Santa Cruz County
22 Superior Court Case No. 18CV00191, *Randolph v. Pacific Racing Association*, Alameda County
23 Superior Court Case No. RG18908139, *Morones v. Bimbo Bakeries USA, Inc.*, Sacramento
24 County Superior Court Case No. 34-2018-00245481-CU-OE-GDS *Foaad Hanna v. Equinix,*
25 *LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*,
26 Los Angeles County Superior Court Case No. BC720144; *Markham v. Quik Stop Markets, Inc.*,
27 Santa Clara Superior Court Case No.19CV341582; *Siron v. Raypak, Inc.*, Ventura Superior
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1 Court Case No. 56-2019-005279959-CU-OE-VTA; *Carter v. Kline Services, Inc.*, San
2 Bernardino Superior Court Case No. CIVDS1828867, *Pascual v. Satellite Healthcare, Inc.*,
3 Santa Clara County Superior Court Case No. 19CV345211; *Carrillo v. New Balance Athletics,*
4 *Inc.*, Santa Clara County Superior Court Case No. 19CV352469; *Vogel v. Veolia North America,*
5 *LLC*, Monterey County Superior Court Case No. 19CV001443; *Holman v. American Sugar*
6 *Refining, Inc.*, Contra Costa County Superior Court Case No. MSC18-00415; *Chavez v.*
7 *Converse, Inc.*, United States District Court – Northern District of California Case No. 15-cv-
8 03746-NC, and *Rodriguez v. Nike Retail Services, Inc.*, United States District Court – Northern
9 District of California Case No. 5:14-CV-1508 BLF.

10 4. Based on my review of all the information, and based on my experience in class
11 action litigation, I believe the terms of the Joint Stipulation of Class and Representative Action
12 Settlement (“Settlement Agreement” or “Settlement”) to be fair, adequate, and reasonable.

13 5. The Settlement Agreement was the product of negotiation between highly able
14 and experienced attorneys on both sides who possessed the relevant data and extensive legal
15 research which they had carefully analyzed. Class Counsel engaged in extensive factual
16 investigation before settling, including drafting and reviewing initial disclosures, propounding
17 written discovery, and reviewing time and payroll data produced by Defendant. With the
18 assistance of an expert statistician, Class Counsel also spent significant time preparing a robust
19 damages analysis.
20

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct.

23 Executed on this 28th day of February 2022, at Los Angeles, California.

24 
25 _____
26 Nick Rosenthal
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