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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 JOSE PABLO
JIMENEZ IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: August 15, 2022
Time: 8:30 a.m.
Division: J

Complaint Filed: November 2, 2020
FAC Filed: February 7, 2022
Trial Date: None Set

1 I, Jose Pablo Jimenez, declare as follows:

2 1. I am an individual over the age of 18 and am a resident of California. I am the
3 named plaintiff in this matter. I have personal knowledge of the facts set forth below and if
4 called to testify I could and would do so competently.

5 2. During the approximate period of July 2007 to July 2020, I worked as a non-
6 exempt employee for Nestle Waters North America, Inc. (“Defendant” or “Nestle”). In addition
7 to my hourly wages, I earned non-discretionary remuneration, including without limitation,
8 incentive pay, shift differentials, and/or shift premiums. When I worked overtime and earned
9 non-discretionary pay in the workweek, I believe that I was paid overtime using an hourly rate
10 that did not take into account these additional items of pay. Similarly, when I received sick pay,
11 it was disbursed at the base rate of pay rather than the regular rate, factoring in all non-
12 discretionary remuneration earned during the same workweek. As a result of this practice, I
13 believe that I may have been underpaid overtime and sick pay wages.

14 3. In my experience, as a matter of policy and practice, Nestle required employees to
15 carry cell phones and/or handheld computers and respond to calls during meal and rest periods.
16 My meal and rest periods were frequently interrupted and shortened as a result of being required
17 to respond to these work calls. I did not receive premium compensation at the regular rate of pay
18 in lieu of these missed and/or shortened breaks. I also did not receive pay for the time worked
19 during my meal periods.

20 4. In addition, I believe that I was not paid for all hours worked due to Nestle’s
21 policy of rounding time.

22 5. I believe that the wage statements I received displayed inaccurate hourly rates of
23 pay and net/gross wages earned, due to the overtime wages, sick pay, and meal and rest premium
24 compensation that I believe are owed to me.

25 6. When I separated employment, I did not receive payment for the underpaid
26 overtime wages, sick pay, and meal and rest premium compensation that I believe are owed to
27 me.

28 7. During the pendency of this lawsuit, I was required to provide assistance to my

1 attorneys regarding this matter. I have spent a significant amount of time discussing this matter
2 with my attorneys on many occasions and explaining my understanding of Defendant's practices.

3 In total, I estimate I have spent 35 hours assisting in the prosecution of this matter. To date, I
4 have performed a number of tasks in my role as the representative. This includes the following:

5 a. Discussions with my attorneys to discuss this case and the facts involved
6 on numerous occasions at various stages of the lawsuit, from inception to settlement;

7 b. Gather documents related to this case;

8 c. Reviewing pleadings and documents in this case, including the
9 complaints, PAGA letters to the California Labor & Workforce Development Agency,
10 documents pertaining to Defendant's policies, and my declarations;

11 d. Providing information and responding to questions from my attorneys on a
12 regular basis;

13 e. Remain available during mediation; and

14 f. Reviewing and executing the Settlement Agreement.

15 8. I understand that this action was brought on behalf of other non-exempt
16 employees of Defendant in California, and that I am acting as a representative for the Class. I do
17 not believe that I have any interests that are adverse to the other employees that are part of the
18 settlement. As the Class Representative, I understand that it is my responsibility to act in the best
19 interests of the Class and not my own. I agree that I will not put my own interests ahead of that
20 of the Class, and that I will not settle out my class claims in this lawsuit separately or
21 independently from the Class. Moreover, I am not aware of any conflicts that exist between my
22 interests and the interests of the Class that would impair or affect my ability to serve as
23 representative for the Class.

24 9. I have and continue to be willing to assist in the investigation of this matter,
25 including meeting, conferring, discussing the case with my attorneys, providing any necessary
26 information and documents, making myself available for trial or any further proceedings in this
27 matter as required to represent the interests of the Class. I also understand my duties and
28 responsibilities to the proposed Class and will carry out those duties as necessary.

10. I have reviewed the Settlement Agreement and discussed the terms of the settlement with my attorneys, and I believe the settlement to be fair, adequate, and reasonable for myself and for other employees part of the settlement.

11. I am aware and have been aware from the inception of the case, that there is a risk that if I do not win my case, I could have been liable for Defendant's legal costs had Defendant prevailed. I accepted that risk in this case.

12. I also understand that filing this lawsuit is a public record and I accepted that burden. As such, I risked my future employment in order to bring this action. As this lawsuit is a public record, it may affect my ability to obtain future employment as prospective employers may look into this lawsuit and may not be willing to hire me. I am aware of the negative impact of the lawsuit on my employment prospects and accepted that risk.

13. I am proud of the result and accomplishment of this lawsuit. I understand that because others have benefited by this case and the action that I have taken. I feel that I took upon myself the risk of this lawsuit and achieved a result for my other coworkers who did not have to file suit.

14. I also executed a general waiver of any and all claims, known and unknown.

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

Executed on this 6th day of July 2022, at Bakersfield, California.


Jose P Jimenez (Jul 6, 2022 15:36 PDT)

Jose Pablo Jimenez

220701 Jimenez Decl iso MFA

Final Audit Report

2022-07-06

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