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

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

26 6. I understand that the class claims alleged in this action were brought on behalf of
27 other similarly situated employees, and that I am acting as a representative for the class. As the
28 class representative, I understand that it is my responsibility to act in the class's best interest and

1 not my own. I am not aware of any conflicts that exist between my interest and the interests of
2 the class that would impair or affect my ability to serve as representative for the class.

3 7. I have taken all necessary steps to represent the interests of the class. I personally
4 met with my attorneys on various occasions to discuss the case, provided documents and
5 information, and reviewed and provided my input regarding key documents, such as the PAGA
6 Notice and Complaint. I also reviewed the terms of the Joint Stipulation of Class and
7 Representative Action Settlement ("Settlement Agreement" or "Settlement") with my attorneys.
8 I believe that the Settlement is fair, adequate and reasonable.

9 8. I am aware and have been aware from the inception of the case, that there is the
10 risk that if I do not win my case, then I could be liable for Defendant's litigation costs. I also
11 understood that an individual case would have resolved much faster than a class action and
12 involved much less financial risk than a class action.

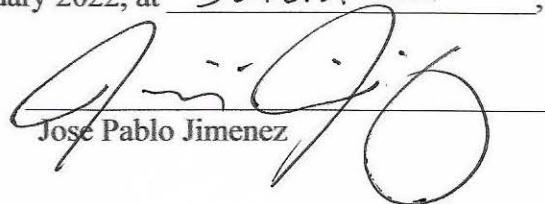
13 9. Additionally, I may face prejudice from employers in the future because of my
14 participation in a class action lawsuit. I accepted that risk in agreeing to serve as the named
15 plaintiff and class representative.

16 10. I am proud of the result and accomplishment of this lawsuit. I feel that it is a
17 positive accomplishment and understand that other people will benefit because of the actions that
18 I have taken.

19 11. I do not have a relationship with Legal Aid at Work, the designated *cy pres*
20 recipient.

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 20 day of February 2022, at Bakersfield, California.

24
25 
26 Jose Pablo Jimenez
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