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Attorneys for Plaintiff
BERNARDO SANTOS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

BERNARDO SANTOS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TORRES FARM LABOR CONTRACTOR,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. BCV-19-102470

*[Assigned for All Purposes to the Hon.
Bernard C. Barmann, Jr., Dept. 10]*

**DECLARATION OF PLAINTIFF
BERNARDO SANTOS IN SUPPORT OF
MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 14, 2022
Time: 8:30 a.m.
Dept.: 18

Action Filed: August 30, 2019
Trial Date: None

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I, BERNARDO SANTOS, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This motion is submitted in support of approval of the proposed class action settlement (“Settlement”) in this case. I have personal knowledge of the facts stated in this declaration and could testify to them if called upon to do so.

2. I was employed by Defendant Torres Farm Labor Contractor, Inc. (hereinafter referred to as "Torres Farm" or "Defendant") as an hourly, non-exempt employee from approximately March 2018 through approximately November 2018. During my employment with Torres Farm, I was required to work at Grimmway Farms and my duties included without limitation, driving a forklift. During my employment with Torres Farm, I, along with the other hourly employees, were required to follow Torres Farm's wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Torres Farm, I was not paid for all my time worked. Specifically, Torres Farm would keep track of my time worked and would unlawfully round/shave my work time. Torres Farm's time-shaving and/or rounding practice was not even-handed over time and would almost always exclusively round and shave my time in Torres Farm's favor such that I would not be fully paid for all time worked. In addition, Torres Farm required me to work and clock in 5 minutes before the start of my scheduled shift, but I was not paid for my scheduled start time. Also, I believe Torres Farm automatically deducted 15 minutes from my pay if I clocked in after the scheduled start time regardless of the actual number of minutes I was late. As such, I do not believe I was compensated for all required minimum and overtime hours worked.

4. I also do not believe I received all meal and rest breaks to which I was entitled to. Specifically, due to Torres Farm's policy and practice of staggering meal breaks, I often was not provided a meal break until after the end of my fifth hour of work. Additionally, at times during my employment with Torres Farm, I believe that Torres Farm automatically-deducted 30 minutes from my time each shift for my meal breaks regardless whether I actually took a meal break. Also, when I worked shifts of over 10.0 hours, Torres Farm did not always provide me with a second 30-minute meal

1 break. Additionally, I believe I was not authorized and permitted to take all my legally required rest
2 breaks. Specifically, when I worked shifts of over 10.0 hours, Torres Farm's timekeeping policies did
3 not allow me to take a 3rd rest break. Despite all of this, I was not paid meal period or rest period
4 premiums.

5 5. Additionally, I was confused to see "Units" on my wage statements and I did not
6 understand what this meant. Because of all of the above issues at work, I do not believe I received
7 accurate, itemized wage statements. I also do not believe I was paid all my wages upon my separation
8 of employment with Torres Farm.

9 6. I have worked closely with my lawyers on this case. I answered all of their questions
10 about my employment and made myself available to speak and meet with my lawyers whenever I was
11 needed, including the entire day of the mediation on October 30, 2020 and throughout the continued
12 settlement discussions.

13 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
14 my former co-workers and current employees of Torres Farm by helping them recover money owed to
15 them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees
16 would not have to take on. I also knew that there was a risk that I could be liable for Torres Farm's
17 costs if we lost the case. I was also scared that it would be difficult for me to get a similar job in the
18 future because other companies might not want to hire me if they knew I had filed a lawsuit against my
19 former employer. Even though I understood that joining a lawsuit is a public record and could
20 stigmatize me and may affect my future employability, I accepted that burden for the benefit of other
21 employees of Torres Farm because I wanted Torres Farm to pay its current and former employees for
22 all unpaid wages according to the law and face consequences for not doing so.

23 8. I was also afraid that future employers would be hesitant to hire me because Torres Farm
24 is such a large contractor in the farming community. Since Torres Farm is such a well-known contractor
25 that works with many large farming companies, I am nervous that it will be very hard for me to find
26 employment. This has been very stressful and overwhelming for me during the time of COVID and I
27 still have not been able to find a job.
28

1 9. I have been actively involved in this case since joining this lawsuit. Without revealing
2 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
3 numerous occasions. I estimate that I have spent over 10-15 hours meeting with my lawyers concerning
4 the case and my responsibilities as a class representative, which included, among other things, gathering
5 various employment and non-employment related documents for use in the lawsuit, reviewing
6 documents with my lawyers and answering their questions, answering follow up questions and
7 providing guidance regarding Torres Farm's meal breaks, rest breaks, clocking in and clocking out, pay
8 stubs, and other policies and procedures that Torres Farm required me and the hourly employees to
9 follow, and helping develop a strategy as to what documents/information to obtain from Torres Farm.
10 Also, I routinely checked in with my attorneys and their staff to make sure I did not miss any important
11 updates in this case. In connection with the settlement in this case, I spent over 1.5 hours reviewing the
12 settlement agreement and discussing it with my attorneys. I made sure to ask my lawyers any questions
13 I had about the terms of the settlement agreement because I wanted to understand everything before I
14 signed it.

15 10. As part of the proposed Settlement, I have also agreed to a full general release of claims
16 related to my employment with Torres Farm that extends beyond the release of claims applicable to
17 members of the Settlement Class. I understand that this includes all claims, whether known or
18 unknown, under federal, state, or local law against Torres Farm.

19 11. I believe my claims are typical of the members of the Settlement Class because they
20 were required to follow the same policies and procedures I was required to follow when I worked at
21 Torres Farm. I believe Torres Farm's policies and procedures were the same for all hourly employees
22 in California. Since the same policies and procedures applies to myself and the other Settlement Class
23 members, I believe they were not paid for all wages earned, did not receive all meal and rest periods,
24 and did not receive all final wages due. As far as I am aware, I have no conflicts with any of the other
25 Settlement Class members. I understand that as the proposed class representative, I am responsible for
26 representing the interests of all members of the class in litigation to recover money damages for the
27 Settlement Class and I consider the interests of the Settlement Class and put the interests of the
28 Settlement Class before my own interests.

12. I understand that my attorneys will request that the Court award me Service Award of \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Award is not contingent upon me supporting the proposed Settlement.

I have reviewed this written statement and fully understand all of its contents. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 23, 2021 at Bakersfield, California.

Bernardo Santos
Bernardo Santos (Apr 23, 2021 13:24 PDT)

BERNARDO SANTOS