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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

ISAAC RODRIGUEZ, MARIA
ALVAREZ, CECILIO GUZMAN
VIVEROS, KATE LOPEZ and
GILBERTO SERRATO MORENO,
individuals, on behalf of themselves
and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

FEGHALI FOODS, a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Lead Case No. **BCV-23-100142**

**DECLARATION OF CECILIO GUZMAN
VIVEROS IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Judge: Hon. T. Mark Smith

Dept.: T-2

Hearing Date: May 30, 2024

Hearing Time: 8:30 a.m.

Action Filed: January 17, 2023

Trial Date: Not set

1 I, Cecilio Guzman Viveros, declare as follows:

2 1. I am over the age of eighteen and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a Class Representative Service Payment.

5 2. I have personal knowledge of all the facts stated herein. I could and would competently
6 testify under oath to these facts in court if requested to do so.

7 3. I worked for the defendant Feghali Foods ("Feghali") in California from April of 2022 to
8 February of 2023 and during that time period I was classified by Feghali as a non-exempt employee.

9 4. I retained my attorneys who are experienced in both class action and representative
10 action litigation and claims against employers for violations of the California Labor Code. I have
11 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
12 of having any actual or potential conflicts of interest with another class member in this case nor am
13 I aware of having any actual or potential conflicts of interest with Apex Class Action LLC, the
14 settlement administrator. I am not aware of any other pending matter or action asserting claims that
15 will be extinguished or adversely affected by this settlement.

16 5. I decided to pursue this action and become a plaintiff/class representative because I felt
17 that my legal rights as an employee and others like me were violated. For example, before I
18 could clock in I was required to spend time putting on my work uniform and completing other
19 pre-shift preparatory work. I was not paid any wages for this time. I also did not receive
20 compliant meal breaks from time to time which were either late, short or missed entirely— and
21 when these violations occurred I did not receive all the meal break penalty payments I was
22 entitled to. I also had to use my personal cell phone for work-related issues, such as scheduling,
23 but Feghali did not reimburse me the reasonable expenses I incurred using my phone for work-
24 related purposes.

1 6. I spoke to my attorneys several times and discussed how Feghali implemented
2 its company policies and procedures. I also assisted my attorneys in their investigation into my
3 claims by providing them documents and answering their questions. I reviewed the complaint
4 and was given access to an electronic file sharing program that alerted me via email when
5 important documents were filed so that I could review them and keep up with the developments
6 in the case which I understood was one of my duties as a class representative. I could also access
7 court filings from this case on my attorney's law firm website.
8

9 7. Even though this action is in the process of settling, I was and remain prepared to
10 perform all the duties of a class representative. I understand that as a class representative I have
11 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
12 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
13 benefit of the class members and surrender any right to compromise the group action for an
14 individual gain.
15

16 8. I understood that becoming a plaintiff/class representative in this case meant that I
17 was seeking damages not only for myself but also other individuals working for Feghali in
18 California who make up the class. I felt that these individuals were not aware of their labor law
19 rights and even if they were they would probably be apprehensive about speaking up or even simply
20 because of the time, effort and risk involved in filing a class action lawsuit.
21

22 9. I understood that being a part of this lawsuit involved risks. For example, my
23 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
24 pay for all or part of the attorney fees and costs paid by Feghali to defend this lawsuit. Also, I knew
25 there was a risk that future employers, if they ever find out about this lawsuit, could hold it against
26 me or downgrade me as a potential hire. Ultimately I decided these risks were worth it and decided
27 to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this
28

1 case.

2 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
3 kept up to date on important developments by reviewing court filings that were made available to
4 me electronically as I described above.

5 11. A mediation took place on February 16, 2024 with Tagore Subramaniam, a well-
6 respected and experienced mediator of wage and hour class actions. Following the mediation the
7 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
8 communicated with my attorneys regarding the terms of the settlement which was reached between
9 the parties and understood that I was representing absent class members and therefore wanted the
10 best possible result to be obtained for the class members and I believe a very positive result was in
11 fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on
12 February 29, 2024. When the final settlement agreement was ready I reviewed it closely and signed
13 it on April 9, 2024.

14 12. I have been actively involved with this lawsuit performing the duties described above.
15 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
16 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
17 settlement process. I estimate that I spent approximately 15-20 hours working on this case up
18 until this point. I believe I have been diligent and have done what is expected of a proposed class
19 representative to date, and will continue to do so. I have and always will maintain the best interest
20 of the class members.

21 13. My attorneys explained to me that the settlement process involves a two-step review
22 by the Court to determine whether the settlement is fair before approving the settlement. I know
23 this process also involves notifying all class members of the settlement terms and of their rights to
24 make a claim for their settlement share, to opt out of the settlement or to object to the settlement.
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14. I believe I did the right thing by pursuing this case on behalf of the class members who, subject to court approval, are in line to receive monetary payments as a result of this case and settlement. This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel significant personal satisfaction to know that I played a role in the class members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the requested Class Representative Service Payment of \$10,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. As part of the settlement it was necessary for me to sign a general release of all claims I may have against Feghali. I believe the Class Representative Service Payment I have requested provides me with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying for Feghali's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative Service Payment is fair and reasonable.

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

Executed on Apr 30, 2024, at Arvin, Ca.
(city, state)


Gilberto Serrato Moreno (Apr 30, 2024 23:54 PDT)