

MAYALL HURLEY P.C.
JENNY D. BAYSINGER (SBN: 251014)
jbaysinger@mayallaw.com
ROBERT J. WASSERMANN (SBN: 258538)
rwasserman@mayallaw.com
112 S Church Street
Lodi, CA 95240
Telephone: (209) 477-3833
Facsimile: (209) 473-4818

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiffs KADIE FREEMAN,
FRANCISCO GARCIA, and MONICA BARBERY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

KADIE FREEMAN, FRANCISCO GARCIA, and
MONICA BARBERY, individually, and on behalf
of all persons similarly situated,

Plaintiffs,

vs.

BON APPETIT MANAGEMENT COMPANY, a
California corporation; COMPASS GROUP USA,
INC., a Delaware corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: **23-CIV-01497**

**DECLARATION OF FRANCISCO GARCIA
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: April 10, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Nina Shapirshteyn
Dept.: 7

Action Filed: April 4, 2023

1 I, Francisco Garcia, declare:

2 1. I am a competent adult, I have personal knowledge of the facts in this declaration, and I
3 am making this declaration on behalf of myself, as a named plaintiff, and in support of the Motion to
4 Approve Private Attorneys General Act Settlement.

5 2. I have worked in California as a non-exempt employee of Bon Appetit Management Co.
6 and Compass Group USA, Inc. (collectively “Bon Appetit”) from May of 2022 to the present.

7 3. I retained my attorneys who are experienced in PAGA representative action litigation and
8 claims against employers for violations of the California Labor Code. I have no personal relationship or
9 family ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential
10 conflicts of interest with another PAGA Member in this case nor am I aware of having any actual or
11 potential conflicts of interest with the settlement administrator.

12 4. I was subject to Bon Appetit’s policies and practices that have been alleged as unlawful in
13 the Complaint and the PAGA notice sent to the Labor and Workforce Development Agency. For example,
14 I was forced to work off the clock, as I had to spend time donning my uniform before clocking in to start
15 a shift, or when returning from a meal break. Further, I was forced to work off the clock as the time clocks
16 were located in an area separate from where the uniforms were stored, and thus I had to clock out before
17 I could travel to the locker area and doff my uniform after clocking out for my shift or meal break. I also
18 earned multiple types of remunerations in pay periods where I worked overtime, but the payments were
19 not factored into my regular rate for purposes of calculating my overtime, sick pay, and meal and rest
20 premiums. Further, I was not reimbursed for the use of my personal cell phone which was an essential
21 tool necessary to perform my job duties. Additionally, my final paycheck upon termination did not include
22 the balance of unpaid minimum wage, overtime, meal and rest period premium wages, or sick pay because
23 of Defendant’s failures to pay for off-the-clock work, failures to pay meal/rest period premiums for all
24 denied meal/rest periods, and failures to compensate for overtime, meal/rest premiums, and sick pay at
25 the applicable “regular rate of pay”.

26 5. In bringing this case for myself, the State of California, and the other employees, I
27 understood a lot of work would be required and I was willing to, and did, do the work to keep the case
28 moving forward. For instance, before the complaint was filed I spoke to my attorneys several times and

1 discussed how Defendant implemented its company policies and procedures. I also assisted my attorneys
2 in their investigation into my claims by providing them documents and answering their questions. I
3 reviewed the complaint before it was filed and after it was filed, I was given access to an electronic file
4 sharing program that alerted me via email when important documents were filed so that I could review
5 them and keep up with the developments in the case. I was informed that the Defendant had the right to
6 take my deposition, and that the preparation and deposition itself could take multiple days. Although my
7 deposition was not taken, I feel I would have been adequately prepared and comfortable to give testimony
8 on my experiences.

9 6. My attorneys explained to me the risks and benefits of bringing a representative action. I
10 understood that I took on the risk, both professionally and financially, in pursuing the case as a
11 representative PAGA action.

12 7. A mediation took place on June 12, 2024 with Lisa Klerman, Esq., a well-respected and
13 experienced mediator. The mediation resulted in an agreement to settle the action. I communicated with
14 my attorneys regarding the terms of the settlement which was reached between the parties and understood
15 that the recovery in this case was for the benefit of my fellow coworkers, not just for me, and therefore
16 wanted the best possible result to be obtained for the PAGA Members. I reviewed and signed the
17 Memorandum of Understanding on August 16, 2024.

18 8. I have been actively involved with this lawsuit. Although I did not keep time records, I
19 was in regular contact with my attorneys, reviewed court filings, and spent a significant amount of time
20 on the issues presented during the lawsuit and in the settlement process. I estimate that I spent
21 approximately 30-40 hours working on this case up until this point.

22 9. I reviewed the final PAGA Settlement Agreement and I believe it is fair and reasonable
23 given the facts of the case.

24 10. As part of the settlement it was necessary for me to sign a general release of claims I may
25 have against the Defendant. I believe the Service Award I have requested provides me with some
26 compensation for this agreed release and is also fair compensation for the service I performed and the
27 risks I undertook.

28 ///

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

3
4 Executed on 01/08/2025, at 11:11 AM.
5 (date) (city, state)

6
7 
8 Francisco Garcia (Jan 8, 2025 11:11 PST)
9 Francisco Garcia