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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ADA MENDOZA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DESERT VALLEY DATE, LLC, a
California company; and DOES 1 through
100,

Defendants.

Case No. CVRI2301048

*[Assigned to Hon. Harold W. Hopp
Department 1]*

**DECLARATION OF PLAINTIFF
ADA MENDOZA IN SUPPORT OF
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: August 25, 2025
Time: 8:30 a.m.
Dept.: 1

Action Filed: March 1, 2023
Trial Date: None Set

DECLARATION OF ADA MENDOZA

I, Ada Mendoza, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class and PAGA action settlement reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so. Because I do not speak or read English fluently, I was interviewed in Spanish for this declaration with the assistance of an interpreter, who reviewed it with me and translated its contents between English and Spanish.

2. I was employed by Desert Valley Date LLC, Joolies LLC, DVD Farming LLC and DVD Facility LLC (“Defendants”) as a non-exempt employee from approximately August 2020 to approximately January 2023, in its Coachella, California warehouse factory. My job title was “Packager,” and my job duties included cleaning and packaging dates as they flowed down a conveyor belt on an assembly line.

3. Throughout my employment with Defendants, they did not pay me all the minimum and overtime wages I was owed. During my employment, Defendants required that I clock in and out of my shifts on an electronic timekeeping system, however, they “rounded” my hours to only pay me in increments of every quarter of an hour. As a result, I believe Defendants did not pay for all the hours I worked, even though Defendants tracked the exact time I worked since they required me to electronically record my clock ins and outs. Further, Defendants paid me bonuses but when I worked overtime hours and received these forms of bonus payments in the same time period, my overtime wages were calculated based upon my base rate of pay.

4. Moreover, Defendants did not provide me with timely, complete 30-minute meal periods. Specifically, even though my shifts began at 6:00 a.m., my meal periods began at 11:30 a.m., after the fifth hour of work. I also was not provided with second meal periods even though I frequently worked shifts over ten hours. Moreover, Defendants did not allow me to have 30-minutes of actual “rest” during meal periods. For example, Defendants’ supervisors had to dismiss me and my fellow coworkers on the assembly line after we cleaned our respective workstations, since we could not leave any dates on the conveyor belt during our breaks for sanitation purposes.

1 This process occurred during our meal period time allotment. Also, Defendants' supervisors
2 frequently mismanaged the flow of dates on the conveyor belt, meaning my coworkers and myself
3 had to finish packaging large amounts of dates when it was time for our meal periods, thereby
4 working through the beginning of our unpaid meal period. Even though I was not provided with
5 complete 30-minute meal periods, Defendants deducted 30 minutes from my timekeeping
6 records. Further, Defendants did not allow me to leave their premises during my meal periods.

7 5. Defendants also failed to authorize and permit all of my rest periods. Similar to
8 meal periods, and I was only authorized and permitted to take *exactly* 10 minutes for my rest
9 periods, which did not account for the time it took Defendants' supervisors to dismiss me and my
10 coworkers for our rest periods and the time it took to clean my workstation before leaving for my
11 rest period. Since Defendant required me to return to my workstation before my 10-minute rest
12 period ended, I was not provided with 10 minutes of "rest." Further, Defendant did not allow me
13 to leave its premises during my rest periods. Also, Defendants did not authorize and permit any
14 third rest periods when I worked shifts over ten hours.

15 6. When I first filed my lawsuit, I understood that it had the chance to benefit
16 Defendants' other workers by helping them recover the money and penalties they were owed. I
17 felt that Defendants were not following the law, and I wanted Defendants to comply with the law
18 and treat their employees fairly. I feel I have taken on a greater burden than any of the other class
19 members since I have been actively involved in the litigation since the outset, and because it is
20 my name that is attached to the lawsuit. Although I was aware of the risks associated with filing
21 a public lawsuit, I chose to move forward with the case anyway. Through my efforts, Defendants
22 have agreed to a settlement that will benefit current and former employees of Defendants, and I
23 believe that I should be compensated for carrying the burden of this litigation for the benefit of
24 the other employees.

25 7. I have been an active participant in this case ever since I first consulted with my
26 attorneys over two years ago. Among other things, I searched for and provided relevant
27 documents for use in the lawsuit, I provided factual information to my attorneys, had various
28 phone calls with my attorneys to discuss the claims in the lawsuit and Defendants' policies and

1 practices, litigation strategy, and updates on how the case was proceeding and how I could further
2 help the case, assisted my attorneys to help them prepare for mediation, made myself available
3 during the full day mediation to answer any questions posed by the mediator, discussed the status
4 of the case and the settlement agreement with my attorneys, and otherwise assisted my attorneys
5 in moving this case towards resolution. I estimate that I have spent approximately 20 to 30 hours
6 in total on these activities.

7 8. As requested in section G(3)(c)(iv) of this Court's Case Management Order #1,
8 dated March 2, 2023, I have no actual or potential conflicts with the proposed *cy pres* recipient,
9 Coachella Valley Housing Coalition (CVHC).

10 9. I have no actual or potential conflicts of interest with any of the Settlement Class
11 members or the proposed settlement administrator, Phoenix Settlement Administrators.

12 I declare under penalty of perjury under the laws of the state of California and the United
13 States that the foregoing is true and correct. Executed on July 25, 2025 at Coachella,
14 California.

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Ada Mendoza (Jul 25, 2025 09:10:08 PDT)

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