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ANA MARIA MENDOZA-HERNANDEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ANA MARIA MENDOZA-HERNANDEZ, as
an individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

PACIFIC SNOW VALLEY RESORT, LLC, a
California limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No.: CIVSB2314151

*[Assigned for All Purposes to Hon. Joseph T. Ortiz,
Dept. S-17]*

**DECLARATION OF PLAINTIFF ANA
MARIA MENDOZA-HERNANDEZ IN
SUPPORT OF MOTION FOR APPROVAL
OF CLASS ACTION SETTLEMENT**

Date:

Time:

Dept.: S-17

1 **DECLARATION OF ANA MARIA MENDOZA-HERNANDEZ**

2 I, ANA MARIA MENDOZA-HERNANDEZ, declare as follows:

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

7 2. I was employed by Defendant Pacific Snow Valley Resort, LLC (“Defendant”) as
8 a housekeeper from approximately October 3, 2016 through approximately May 12, 2023. During
9 my employment with Defendant, I, along with the other non-exempt employees, was required to
10 follow Defendant’s wage and hour policies and practices.

11 3. I am informed and believe, and on that basis state, that throughout my employment with
12 Defendant, my lunch periods were not compliant with California law. Because of Defendant’s work
13 demands, my lunches often took place after my fifth hour of work and were interrupted. I am informed
14 and believe that I did not receive meal period premiums for each missed or interrupted/short lunch.

15 4. During my employment, I was not allowed to take rest breaks for every four hours
16 worked due to Defendant’s work demands. I am informed and believe that I did not receive rest period
17 premiums for each missed rest break.

18 5. At the time my employment with Defendant ended, I was not paid all of my accrued paid
19 time off. I accrued paid time off under Defendant’s policies, but did not receive those wages at the end
20 of my employment.

21 6. Because I did not receive all rest and meal period premium wages as well as accrued,
22 unused paid time off, I was not provided accurate wage statements, not was I paid all wages upon my
23 separation of employment with Defendant.

24 7. I have worked closely with my lawyers on this case. I answered all of their questions
25 about my employment and made myself available to speak and meet with my lawyers whenever I was
26 needed, including the entire day of the mediation on and throughout the settlement process.

27 8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
28 my former co-workers and current employees of Defendant by helping them recover money I believe is

1 owed to them. As the named plaintiff, I knew that I would be taking on certain risks that the other
2 employees would not have to take on. For example, I knew that there was a risk that I could be liable
3 for Defendant's costs if we lost the case. Even though I understood that joining a lawsuit is a public
4 record and could stigmatize me and may affect my future employability, I accepted that burden for the
5 benefit of other employees of Defendant because I wanted Defendant to pay its current and former
6 employees for all missed meal and rest periods, as well as unpaid, accrued paid time off.

7 9. I have been actively involved in this case since joining this lawsuit. Without revealing
8 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
9 numerous occasions. I estimate that I have spent approximately 5-8 hours meeting with my lawyers
10 concerning the case and my responsibilities as a class representative, which included, among other
11 things, gathering various employment and non-employment related documents for use in the lawsuit,
12 reviewing documents with my lawyers and answering their questions, answering follow up questions
13 and providing guidance regarding Defendant's pay practices, and other policies and procedures that
14 Defendant required me and the other employees to follow, and helping develop a strategy as to what
15 documents and information to obtain from Defendant. My attorneys reviewed the settlement agreement
16 with me and informed me of the approval process. I made sure to ask my lawyers any questions I had
17 about the terms of the settlement agreement because I wanted to understand everything before I signed
18 it.

19 10. As part of the proposed Settlement, I have also agreed to a full general release of claims
20 related to my employment with Defendant that extend beyond the release of claims applicable to
21 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
22 known or unknown, under federal, state, or local law against Defendant.

23 11. I believe my claims are typical of the members of the Class because they were required
24 to follow the same policies and procedures I was required to follow when I worked for Defendants, and
25 were subject to the same pay plan and practices. I believe Defendants' policies and procedures were
26 the same for all hourly employees in California. Since the same policies and procedures apply to myself
27 and the other hourly employees, I believe they were not provided all meal and rest periods, as well as
28 unpaid wages for accrued paid time off.

1 12. As far as I am aware, I have no conflicts with any of the other hourly employees. I
2 understand that as the proposed class representative, I am responsible for representing the interests of
3 all members of the class in litigation to recover money damages for the Class. I consider the interests
4 of the Class and put the interests of the Class before my own interests.

5 13. I understand that my attorneys will request that the Court award me Service Payment of
6 \$10,000.00 for my service and efforts on the case. This proposed \$10,000.00 Service Payment is not
7 contingent upon me supporting the proposed Settlement.

8 I have reviewed this written statement and fully understand all of its contents. I declare under
9 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

10 Executed on 03-18, 2025 at Big Bear Lake, California.

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12 
Ana Maria (Mar 18, 2025 09:35 PDT)

13 ANA MARIA MENDOZA-HERNANDEZ
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