BIBIYAN LAW GROUP, P.C.
Keaton D. Mendoza (SBN 321172)
kmendoza@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, ALBERTO SORIANO NARCISCO, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALBERTO SORIANO NARCISCO, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

O'TASTY FOODS INC., a California stock corporation; SOUTH BAY SAFETY INC, a California stock corporation; SANDRA ROMERO, an individual, and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23STCV23826

[Assigned for all purposes to Honorable Theresa M. Traber in Dept. 1]

DECLARATION OF PLAINTIFF ALBERTO SORIANO NARCISCO IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

DECLARATION OF ALBERTO SORIANO NARCISCO

1. I am a party to this action and reside in the State of California. I am fully competent to make this declaration. I have personal knowledge of the facts set forth herein, except for those stated on information and belief, and as to those I am informed and believe them to be true. If called upon to testify, I could and would testify as set forth herein.

2. I make this Declaration in support of Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement.

3. I was employed by defendants O'Tasty Foods, Inc. and South Bay Safety Inc. (collectively, "Defendants"), as a non-exempt hourly-paid employee from approximately July of 2021 through approximately December of 2022. My duties included, but were not limited to, processing vegetables and meat.

4. I am informed and believe that, throughout my employment with Defendants, myself and other non-exempt, hourly paid employees of Defendants were not paid all wages owed because we were not paid for all time under Defendants' control, or for which we were suffered or permitted to work by Defendants. In addition, I am informed and believe we were not paid all overtime hours worked at the overtime rate of pay owed due to, without limitation, failure to record all time worked and failure to pay for off-the-clock work.

5. During my employment with Defendants, I often took meal periods that were after the fifth hour, short, or not duty-free. I witnessed other non-exempt, hourly paid employees with my job duties often taking meal periods that were after the fifth hour, short, or not duty-free, as well.

6. I do not recall receiving any premium pay for the full, timely and uninterrupted meal periods I was not provided an opportunity to take and am informed and believe that my coworkers were not provided premium pay for not being provided with the opportunity to take full, timely and uninterrupted meal periods either.

7. I do not believe I was provided with opportunities to take full, uninterrupted 10-minute rest periods while working with Defendants and am informed and believe my coworkers were often not provided with such an opportunity, either.

8. I do not recall receiving any premium pay for the full rest breaks I was not provided an opportunity to take and am informed and believe that my coworkers were not provided premium pay for not being provided with the opportunity to take full, uninterrupted 10-minute rest periods, either.

9. Before and during the course of litigation, I was actively involved in assisting my attorneys to support the wage and hour claims asserted. My involvement began before the initial complaint was filed wherein, I provided first-hand knowledge and documentation as to Defendants' practices, their ownership and corporate structure, and their wage and hour policies and practices.

10. Part of the information I relayed was with regard to Defendants' timekeeping policies and practices, and their meal and rest period policies and practices.

11. I provided them with all the documentation provided to me by Defendants during my employment.

12. I assisted in reviewing time and payroll records with my attorneys, and informed them of Defendants' employment policies, and whether those policies matched Defendants' practices.

13. My attorneys called me to ask me questions over several times throughout the litigation and I contacted my attorneys several times to stay updated on the case and offer my assistance on any matters I could be helpful with. I was also available for mediation by telephone, during which I was available to be called to answer the questions posed by the mediator regarding the asserted claims, as well as arguments raised by Defendants. In addition, I worked with my attorneys over the next several months after mediation to understand and execute a long form settlement agreement.

14. Over the past several months since the mediation has been resolved, I have stayed in touch with my attorneys to ensure that there was no undue delay in payment for other class members for whom I brought this Action.

15. I believe that, through the present, I have spent at least 27 hours in connection with this matter, which included time spent having preliminary calls with my attorneys; doing an intake

with my attorneys; time spent searching for documents relating to my employment; time spent reading and understanding the Settlement Agreement; time spent answering calls to discuss Defendants' timekeeping, pay, meal and rest periods, and to review time and payroll records; time spent discussing with my attorneys Defendants' policies and practices; time spent on-call at mediation; and time spent checking in on the status of the case, among other things. I also spent time preparing this declaration to support Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement.

16. I feel that by bringing this lawsuit, I could stand up for not only my rights but the rights of other employees who suffered from the same unfair wage practices. I felt that current employees might not want to share their experiences with Defendants since they feared losing their jobs. This is certainly understandable as I, too, have to provide for myself and others.

17. By bringing this lawsuit, I have put the interests of the class ahead of my own.

18. I understood that I could possibly earn a small enhancement if this case is resolved favorably. I also knew that I could face retaliation from Defendants and backlash from former coworkers who are loyal to Defendants.

19. I have also had to provide a general release of claims and a waiver of rights under California Civil Code Section 1542 to Defendants as part of the settlement. My understanding, in addition, is that if I brought this case individually, I may have earned more compensation individually and on a much quicker timeline than the timeline to resolve this Action.

20. My goal in bringing this lawsuit was to obtain a recovery on behalf of the class, and, even more importantly, to put an end to what I believe are illegal practices on the part of Defendants. I believe I have achieved both through this lawsuit and settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct this October 15, at Los Ángeles, California.

Alberto Narciso

ALBERTO SORIANO NARCISCO