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ANA RODRIGUEZ TAPIA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ANA RODRIGUEZ TAPIA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

FRANCO WHOLE FOODS, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No. 37-2023-00046908-CU-OE-CTL

*[Assigned for all purposes to the Hon. Gregory W.
Pollack, Dept. C-71]*

**DECLARATION OF PLAINTIFF ANA
RODRIGUEZ TAPIA IN SUPPORT OF
MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 23, 2025
Time: 9:30 a.m.
Dept.: C-71

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I, ANA RODRIGUEZ TAPIA, 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 action settlement (“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.

2. I was employed by Defendant Franco Whole Foods, LLC (“Defendant”) as an hourly, non-exempt employee from approximately December 2020 through approximately April 23, 2022. During my employment, my job title was Packager, and my primary job duty was packaging tortillas. During my employment with Defendant, I, along with the other hourly, non-exempt employees, was required to follow Defendant’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Defendant, I was not paid for all my time worked. Specifically, before I was allowed to clock in at the beginning of my shift, Defendant required me to complete stretching exercises and put on protective safety gear for my shift. I was required to arrive at work about 10 to 15 minutes before the start of my scheduled shift in order to do so. Only after I clocked out for the day was I allowed to take off my protective safety gear. As such, I do not believe I was compensated for all required minimum and overtime wages owed.

4. I also do not believe I received legally compliant meal and rest breaks to which I was entitled. Specifically, for my meal periods, I was required to take off my protective safety gear after I clocked out and put on my protective safety gear before clocking back in, all to take place within the thirty minutes allotted for lunch. This made it that I had less than a full 30 minutes for my meal period. For the same reason, my rest periods were also shorter than the 10 minutes required by law. Despite not receiving legally compliant meal and rest periods, I was not paid meal or rest period premiums.

5. Because of all of the above wage and hour issues, I do not believe I received accurate, itemized wage statements and was not paid all wages upon my separation of employment with Defendant.

1 6. I have worked closely with my lawyers on this case. I answered all of their questions
2 about my employment and made myself available to speak and meet with my lawyers whenever I was
3 needed, including the entire day of the mediation on November 13, 2024 and throughout the settlement
4 process.

5 7. I have provided written approval of a fee split agreement amongst my attorneys.

6 8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
7 my former co-workers and current employees of Defendant by helping them recover money owed to
8 them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees
9 would not have to take on. For example, I knew that there was a risk that I could be liable for
10 Defendant's costs if we lost the case. Even though I understood that joining a lawsuit is a public record
11 and could stigmatize me and may affect my future employability, I accepted that burden for the benefit
12 of other employees of Defendant because I wanted Defendant to pay their current and former employees
13 for all unpaid wages according to the law and face consequences for not doing so.

14 9. I have been actively involved in this case since joining this lawsuit. Without revealing
15 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
16 numerous occasions. I estimate that I have spent approximately 8-10 hours meeting with my lawyers
17 concerning the case and my responsibilities as a class representative, which included, among other
18 things, gathering various employment and non-employment related documents for use in the lawsuit,
19 reviewing documents with my lawyers and answering their questions, answering follow up questions
20 and providing guidance regarding Defendants' timekeeping, break schedules, job duties, and other
21 policies and procedures that Defendants required me and the hourly employees to follow, and helping
22 develop a strategy as to what documents/information to obtain from Defendants. In connection with
23 the settlement in this case, I spent about 1 hour reviewing the settlement agreement and discussing the
24 agreement and approval process with my attorneys. I made sure to ask my lawyers any questions I had
25 about the terms of the settlement agreement because I wanted to understand everything before I signed
26 it.

27 10. As part of the proposed Settlement, I have also agreed to a full general release of claims
28 related to my employment with Defendant that extends beyond the release of claims applicable to

1 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
2 known or unknown, under federal, state, or local law against Defendant.

3 11. I believe my claims are typical of the members of the Class because they were required
4 to follow the same policies and procedures I was required to follow when I worked for Defendant. I
5 believe Defendant's policies and procedures were the same for all hourly employees in California.
6 Since the same policies and procedures applies to myself and the other hourly, non-exempt employees,
7 I believe they were not paid for all wages earned, did not receive all meal and rest periods, did not
8 receive accurate wage statements, and were not paid all wages upon separation of employment with
9 Defendant.

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

14 13. I understand that my attorneys will request that the Court award me Service Award of
15 \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Award is not
16 contingent upon me supporting the proposed Settlement.

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

19 Executed on April 15, 2025 at Chula Vista, California.

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21 Ana Rodriguez de Tapia (Apr 15, 2025 23:27 PDT)

22 ANA RODRIGUEZ TAPIA
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