

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
FATIMA FLORES

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
FATIMA FLORES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FATIMA FLORES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

A.I. FOODS CORPORATION, a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 22STCV27843

*[Assigned for all purposes to the Hon.
Lawrence P. Riff, Dept. SSC-7]*

**DECLARATION OF PLAINTIFF FATIMA
FLORES IN SUPPORT OF MOTION FOR
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 16, 2024
Time: 11:00 a.m.
Dept.: SSC-7

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I, Fatima Flores, 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 A.I. Foods Corporation (hereinafter referred to as “A.I. Foods” or “Defendant”) as an hourly, non-exempt employee and started my employment on approximately January 25, 2020. During my employment, I worked in the Packaging Department. Also, during my employment with A.I. Foods, I, along with the other hourly, non-exempt employees, were required to follow A.I. Foods’ wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with A.I. Foods, I was not paid for all my time worked. Specifically, A.I. Foods would keep track of my time worked and would unlawfully round/shave my work time. Additionally, it is my understanding that A.I. Foods did not compensate me for the time it took to undergo temperature checks related to the COVID-19 pandemic. 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 all meal and rest breaks to which I was entitled. Specifically, as a result of the work demands imposed by A.I. Foods, my meal breaks were often late, short and/or otherwise unlawful meal periods. Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks as A.I. Foods only provided one rest break each shift irrespective of how long my shift actually was. Despite all of this, I was not paid meal period or rest period premiums.

5. Because of all of the above issues at work, I do not believe I received accurate, itemized wage statements and was not paid all my final wages upon from my employment with A.I. Foods.

6. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was

needed, including the entire day of the mediation on June 30, 2023 and throughout the settlement process.

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

8. I have been actively involved in this case since joining this lawsuit. Without revealing and/or waiving attorney-client privileged communications, I have communicated with my attorneys on numerous occasions. I estimate that I have spent approximately 6-8 hours meeting with my lawyers concerning the case and my responsibilities as a class representative, which included, among other things, gathering various employment and non-employment related documents for use in the lawsuit, reviewing documents with my lawyers and answering their questions, answering follow up questions and providing guidance regarding A.I. Foods timekeeping, break schedules, COVID-19 screening system, reimbursement, and other policies and procedures that A.I. Foods required me and the hourly employees to follow, helping develop a strategy as to what documents/information to obtain from A.I. Foods, and the settlement process, including reviewing terms of the settlement agreement.

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

10. I believe my claims are typical of the members of the Class because they were required to follow the same policies and procedures I was required to follow when I worked for A.I. Foods. I believe A.I. Foods' policies and procedures were the same for all hourly

1 employees in California. Since the same policies and procedures applies to myself and the
2 other hourly, non-exempt employees, I believe they were not paid for all wages earned, did
3 not receive all meal and rest periods, and did not receive accurate wage statements and were
4 not paid all final wages.

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

10 12. I understand that my attorneys will request that the Court award me Service Payment of
11 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Payment is not
12 contingent upon me supporting the proposed Settlement.

13 I have reviewed this written statement and fully understand all of its contents. I declare
14 under penalty of perjury under the laws of the State of California that the foregoing is true and
15 correct. Executed on December 1, 2023 at Los Angeles, California.

16
17 
Fatima Flores (Dec 1, 2023 13:55 PST)

18 FATIMA FLORES
19
20
21
22
23
24
25
26
27
28