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and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

JENS HIERSEMANN, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

HOG ISLAND OYSTER COMPANY, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: CV0000309

*Assigned for all purposes to:
Hon. Sheila S. Lichtblau, Dept. H*

**DECLARATION OF HERNANDITO
PEREZ-PEREZ IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

DECLARATION OF HERNANDITO PEREZ-PEREZ

I, Hernandito Perez-Perez, declare as follows:

1. I am an adult over eighteen years old and unless context indicates otherwise, I have personal knowledge of the following facts and if called as a witness, I could and would testify competently to them.

2. I am the named plaintiff in the matter of *Perez-Perez v. Hog Island Oyster Company, Inc.* (San Francisco Cnty. Sup. Ct., No. CGC-23-609836), filed October 18, 2023 (the “*Perez-Perez* Action”)—a related case to the present action, which alleges largely identical claims to those alleged in the *Perez-Perez* Action. I make this declaration in support of Plaintiff Jens Hiersemann’s Motion for Preliminary Approval of Class Action and PAGA Settlement (the “Motion”) in the present action.

3. I was employed by Defendant Hog Island Oyster Company, Inc. (“Defendant”) during the applicable statutory period (from approximately July 2022 through approximately September 22, 2023). I brought the *Perez-Perez* Action to redress certain employment claims that my co-workers and I had against Defendant.

4. I was subject to the same uniform policies and procedures that were alleged in the operative complaint in both this action, the *Perez-Perez* Action, and those discussed in the Motion. I believe I was underpaid as a result of Defendant’s implementation of those policies and practices. I do not believe any of the alleged conduct to be unique to me. To the contrary, it is my understanding that all of the alleged conduct was experienced by other employees as a result of Defendant’s uniform policies and procedures, and I witnessed most, if not all, employees with whom I had contact with be subjected to the same conduct as a result of Defendant’s same uniform policies and procedures. For these reasons I believe my claims to be typical of the claims of the other class members.

5. By the *Perez-Perez* Action, I agreed to pursue not only my individual employment claims, but the claims of all similarly situated employees, and if necessary, to put the interests of the class ahead of my own. I also agreed to participate actively in my case and to assume the risks of serving as the named plaintiff, including but not limited to the reputational harm of

1 having my name affiliated with an employment lawsuit and the potential resulting stigma from
2 future prospective employers. Therefore, I do not believe my interests to be antagonistic to the
3 interests of the other class members, and I believe myself to be an adequate class representative.

4 6. I provided my attorneys with a comprehensive history of my employment with
5 Defendant, as well as numerous documents relating to my employment with Defendant.
6 Throughout this litigation, I regularly conferred with my attorneys to discuss the status of the
7 case, to offer my input, and to assist my attorneys in gathering the evidence necessary to
8 prosecute the claims. (Although the preservation of my attorney-client privilege requires that I
9 refrain from revealing the specifics of my communications with my attorneys, I understand that
10 the privilege is not waived by stating generally matters that I have discussed with my attorneys.)
11 During our many conversations, and partly in response to my numerous questions, my attorneys
12 kept me well informed about the phases of the litigation, the strategies for prosecuting each
13 phase, and the risks associated with those strategies.

14 7. I worked closely with my attorneys and actively participated in the prosecution of
15 my claims by, among other things, reviewing documents and pleadings, providing information
16 that assisted my attorneys, and attempting to locate other potential witnesses. In particular, I
17 participated in multiple discussions with my attorneys regarding the job duties and daily
18 activities at my job site, I gave detailed information about Defendant's timekeeping, schedule,
19 and payroll practices, and I educated my attorneys on the intricacies and details of Defendant's
20 unique business.

21 8. I remained available to assist my attorneys during settlement negotiations, and I
22 have actively reviewed the terms of the proposed settlement. My attorneys explained the
23 specifics of how the settlement would work, and I accepted the settlement only after I had spent
24 enough time evaluating the proposed outcome to assure that it was fair. Based on my attorneys'
25 evaluation and recommendation, and my own review, I believe the settlement is fair and
26 reasonable and adequately compensates the class members, and my support for the settlement is
27 not contingent upon my receipt of an incentive award.
28

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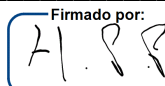
9. In summary, over the course of this litigation I have spent a significant amount of time conferring and working with my attorneys on the prosecution of my claims and evaluating the settlement and related documents. I agreed to participate in this case with no guarantee of personal benefit.

10. This case involved risks for me, such as the potential risk of having to pay Defendant's costs if we lost. Disregarding these risks, I pursued this case on behalf of the class to a successful resolution and settlement. Further, as part of the settlement agreement now before the Court, I am agreeing to a general release of all claims, which is broader than the release of claims that the members of the class will agree to if they wish to participate in the settlement.

11. It is my understanding that based upon my industrious efforts as the named plaintiff in this action there is something called a service award for my time, risk, and the services that I provided as the named plaintiff. I respectfully request that the Court grant this award to me in the amount of \$10,000.00 in addition to my pro rata share of the settlement fund.

12. I understand that I am represented by more than one law firm in this action. I have executed a document titled "Joint Prosecution Agreement and Fee- agreement which included each firm. The agreement informed me of fee sharing between my attorneys. I authorized fee sharing between my attorneys which provided for a split of any attorneys' fees.

I declare under penalty of perjury under the laws of the State of California that all the foregoing is true and correct. Executed on 1/21/2025 in California.

Firmado por:

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HERNANDITO PEREZ-PEREZ