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on behalf of all others similarly situated, and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

MATAUA SALL, an individual and on behalf
of all others similarly situated,

Plaintiff,

v.

PEARL CROP, INC., a California Corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-0006897

[Assigned for all purposes to Hon. Esmeralda
Zendejas, in Dept. 11A]

**DECLARATION OF PLAINTIFF
MATAUA SALL IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

DECLARATION OF MATAUA SALL

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

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

8 3. I was employed by Defendant Pearl Crop Inc. as a non-exempt employee,
9 specifically as an Accounts Payable Specialist, with duties that included, but were not limited to,
10 maintaining accounts payable email, printing invoices, responding to emails, requesting invoices,
11 obtaining manager approvals, processing credit card statements, and managing incoming and
12 outgoing mail, within California from approximately March 2021 through approximately
13 December 2023.

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

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

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

28 7. I do not believe I was provided with opportunities to take full, uninterrupted 10-

1 minute rest periods while working with Defendant and am informed and believe my coworkers
2 were often not provided with such an opportunity, either.

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

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

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

14 11. I provided them with all the documentation provided to me by Defendant during my
15 employment.

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

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

25 14. Over the past several months since the mediation was resolved on May 15, 2025, I
26 have stayed in touch with my attorneys to ensure that there was no undue delay in payment for
27 other class members for whom I brought this Action.

28 15. I believe that, through the present, I have spent at least 27 hours in connection with

1 this matter, which included time spent having preliminary calls with my attorneys; doing an intake
2 with my attorneys; time spent searching for documents relating to my employment; time spent
3 responding to informal discovery; time spent reading and understanding the Settlement
4 Agreement; time spent answering calls to discuss Defendant's timekeeping, pay, meal and rest
5 periods, and to review time and payroll records; time spent discussing with my attorneys
6 Defendant's policies and practices; time spent on-call at mediation; and time spent checking in on
7 the status of the case, among other things. I also spent time preparing this declaration to support
8 Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement.

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

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

14 18. I understood that I could possibly earn a small enhancement if this case is resolved
15 favorably. I also knew that I could face retaliation from Defendant and backlash from former
16 coworkers who are loyal to Defendant. I have also had to provide a general release of claims to
17 Defendant as part of the settlement. My understanding, in addition, is that if I brought this case
18 individually, I may have earned more compensation individually and on a much quicker timeline
19 than the timeline to resolve this Action.

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

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct this 05/13/2026 of May 2026, at Stockton, California.

25
26 *Mataua Sall*
27 MATAUA SALL
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