

1 Yosef Peretz (SBN 209288)
yperetz@peretzlaw.com
2 Shane Howarter (SBN 311970)
showarter@peretzlaw.com
3 PERETZ & ASSOCIATES
22 Battery Street, Suite 200
4 San Francisco, CA 94111
Tel: 415.732.3777
5 Fax: 415.732.3791

6 Martin M. Horowitz (SBN 79073)
mhorowitz@h-rlegal.com
7 Stephanie Rubinoff (SBN 98229)
srubinoff@h-rlegal.com
8 HOROWITZ & RUBINOFF
9 180 Grand Avenue, Suite 1380
Oakland, CA 94612
10 Telephone: 510.444.7717

11 Attorneys for Named Plaintiffs ADRIANA HAYTER, LARINE SHIELDS, and TAYLOR
12 EVANS

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SAN FRANCISCO**

15 ADRIANA HAYTER, LARINE SHIELDS,
and TAYLOR EVANS; individually, and on
16 behalf of all other similarly situated persons,
on behalf of the CALIFORNIA LABOR
17 AND WORKFORCE DEVELOPMENT
AGENCY, on behalf of the STATE OF
18 CALIFORNIA; and ROES 1-100,

19 Plaintiffs,

20
21 v.

22 EWALD & WASSERMAN RESEARCH
CONSULTANTS, LLC, a California limited
23 liability corporation; KATRIN EWALD, an
individual; LISA WASSERMAN, an
24 individual; and DOES 1-20,

25 Defendants.
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Case No. CGC-19-577753

**DECLARATION OF TAYLOR EVANS IN
SUPPORT OF SUPPLEMENTAL BRIEF
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
CLASS CERTIFICATION**

1 I, Taylor Evans, declare as follows:

2 1. I make this declaration in support of Plaintiffs ADRIANA HAYTER, LARINE
3 SHIELDS, and TAYLOR EVANS; individually, and on behalf of all other similarly situated
4 persons, on behalf of the CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT
5 AGENCY, on behalf of the STATE OF CALIFORNIA; and ROES 1-100's ("Plaintiffs")
6 Supplemental Brief in Support of Motion for Preliminary Approval of Class Action Settlement
7 and Class Certification. The facts set forth in this declaration I know to be true of my own
8 personal knowledge, except where facts are stated to be based on information and belief, and
9 those facts I believe to be true. If called as a witness I could and would testify competently to
10 the matters set forth in this declaration.

11 2. I worked for Defendant EWALD & WASSERMAN RESEARCH CONSULTANTS,
12 LLC ("E&W"), co-owned by Defendants KATRIN EWALD and LISA WASSERMAN as a
13 Telephone Interviewer from approximately May 2014 to December 2014, where I was paid \$14
14 per hour. I believe I am an adequate class member representative because I was subject to the
15 same employment practices and policies as the Class Members from E&W.

16 3. As a Telephone Interviewer, I worked shifts of approximately 6-8 hours per day. My
17 work schedule varied widely depending on the projects I was assigned, and I worked anywhere
18 between 20-40 hours per week depending on the project I was working on.

19 ***E&W's Unlawful Policies Relating to Meal Periods, Rest Periods, Overtime, and Sick Leave***

20 4. During my employment with E&W, I never clocked out for my 10-minute rest breaks, in
21 accordance with E&W's policy that employees did not need to click-out for their 10-minute rest
22 breaks. I did clock out whenever I took 30-minute meal breaks.

23 5. I was routinely forced to work through my 30-minute meal breaks. I estimate that I was
24 only afforded the time to take a 30-minute meal break about twice per month, because E&W was
25 adamant about getting the requisite number of calls made each day.

26 6. In fact, I was routinely told by E&W managers to "hurry up" when I took breaks, or to
27 "make it quick." One of my supervisors, Kevin (last name unknown), would get angry with
28 E&W employees who took breaks, including myself. If an employee was in the bathroom for
too long, that employee would be verbally reprimanded. This happened nearly every day that I
worked at E&W.

1 7. I never waived my right to a 30-minute meal break. E&W never provided me with any
2 forms regarding a waiver of my 30-minute meal breaks, nor asked for any other indication that I
3 ever waived a 30-minute meal break.

4 8. I was routinely forced to work through my 10-minute rest breaks. I estimate that I was
5 only afforded the time to take a 10-minute rest break about twice per week.

6 9. I was sick enough to be absent from work on at least two occasions, and as a result I went
7 unpaid. It was my understanding that E&W did not provide any paid sick leave.

8 10. I had worked for more than 90 days and for more than 30 hours for E&W in a single
9 calendar year, at the time I tried to use paid sick leave, and had those requests denied.

10 11. Even though I worked overtime and through meal breaks, I never received premium pay
11 for that work.

12 ***E&W's Manipulation of Evans' Timekeeping Records***

13 12. As a Telephone Interviewer, I lacked any access to my own timekeeping records and had
14 to ask a supervisor to access those records.

15 13. While working at E&W, I noticed that several of my paychecks were irregular and
16 sometimes paid me less money than I earned in a given pay period and/or reflected that I worked
17 fewer hours in a pay period than I actually did. I noticed this problem because I independently
18 kept track of the amount of hours that I worked per day and these hours sometimes did not
19 correspond to the pay that I received for the corresponding pay period.

20 14. I did not complain about this issue to my supervisors because I attributed the issue to
21 mathematical miscalculations on my part or errors in my memory.

22 15. Upon information and belief, I now believe and assert that E&W had unilaterally changed
23 my time entries throughout my employment to falsely reflect that I had taken meal and rest breaks
24 when I had not done so, or to falsely reflect that I had worked less hours than I actually worked.

25 16. E&W concealed from me almost all of the changes it made to my timekeeping records.

26 17. I never consented to the alterations or modifications of my timekeeping records.

27 18. As a result of these practices, my regular time and overtime was not always reported on
28 my pay records and I was regularly not paid for all hours worked, overtime work, or compensated
when I was forced to work through meal or rest breaks.

1 19. E&W issued me paychecks based on the manufactured and altered time records, and these
2 paychecks, and their accompanying wage statements, therefore misrepresented and underpaid
3 the wages I earned.

4 20. I am informed and believe that Defendants knew or should have known at the time they
5 issued my paychecks that the paychecks did not reflect all the wages I earned.

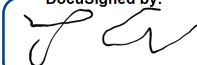
6 21. I am informed and believe that Defendants intentionally concealed or failed to disclose
7 the fact that E&W had changed my timekeeping records.

8 22. I am further informed and believe that Defendants intended to deceive me by concealing
9 the fact that some of my paychecks were not accurate reflections of all the wages I earned.

10 23. I am informed and believe that Defendants intended for me to rely on these
11 misrepresentations and for me to accept my paycheck as an accurate reflection of the wages I
12 earned. I believe I was justified in relying on Defendants' deceptions, and I was harmed by
13 Defendants' deceptions as to date I have not been paid all of the wages that I earned.

14 24. I am informed and believe that my claims against Defendants are typical of the Class
15 Members' claims being settled in this case. I have spoken with my attorneys regarding the
16 fiduciary duties that I have as a class representative and believe that I can adequately fulfill those
17 fiduciary duties to the Class Members.

18 I declare under penalty of the laws of the state of California that the foregoing is true and
19 correct and that this declaration was executed on this day of June 8, 2021, in San Francisco,
20 California.

DocuSigned by:


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Taylor Evans