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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.  
26  
27  
28

Case No. CGC-19-577753

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

1 I, Adriana Hayter, 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"), which is co-owned by Defendants KATRIN EWALD and LISA WASSERMAN,  
13 as a Telephone Interviewer from October 23, 2014 to November 2017. I was paid \$16.00 per  
14 hour, except during February 2017 to May 2017, when I was paid \$18.00 per hour. I believe I  
15 am an adequate class member representative because I was subject to the same employment  
16 practices and policies as the Class Members from E&W.

17 3. Throughout the course of my employment, I worked 5 days per week on average. As part  
18 of its effort to reduce labor costs, E&W implemented a practice of generally scheduling its  
19 telephone interviewers on shifts of no more than 6 hours. The majority of my shifts were  
20 approximately 6 hours, but I occasionally worked 8-hour shifts and also worked overtime hours.

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

22 4. I am informed and believe that Defendants have a policy and practice of not providing  
23 meal or rest periods to their employees.

24 5. I was routinely forced to work through her 30-minute meal breaks. I estimate that I was  
25 only afforded the time to take a full and uninterrupted 30-minute meal break about once per  
26 month. I also observed that her co-workers rarely took a full, uninterrupted 30-minute meal  
27 break.

28 6. As one example of the oppressive environment, on one occasion, I tried to clock out for  
a 30-minute lunch break that I was entitled to, and when I returned to her workspace, I was  
interrogated by Ewald in an aggressive and confrontational manner about where I had been.  
When I explained that I was taking a 30-minute lunch break, Ewald berated me for having been

1 gone for “a long time.”

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

5 8. In a similar fashion, I was routinely forced to work through my 10-minute rest breaks. I  
6 estimate that I was only afforded the time to take a 10-minute rest break about two or three times  
7 per month.

8 9. Most of the time, even if I tried to take a ten-minute break, my time in the break room  
9 was interrupted by supervisors coming into the break room to discuss work-related matters so  
10 that I was not relieved of my duties during my break.

11 10. Although I typically worked in six-hour shifts, I was occasionally assigned big projects  
12 requiring me to work more than 8 hours per day and/or more than 40 hours per week. On these  
13 occasions, I was not compensated for the overtime that I worked. I was never paid any overtime  
14 throughout my time working for E&W.

15 11. I was also denied at least two requests to take paid sick leave while working at E&W, and  
16 was forced to come to work while sick.

17 12. On at least two occasions, I was sick enough that I felt it was necessary to call to say I  
18 would be out sick for one day. When I made that telephone call, Ewald or another employee of  
19 the company would tell me that I needed to have a doctor’s note if I wanted to “call out.” Because  
20 I did not have health insurance, I could not afford to visit a doctor particularly for a minor illness  
21 that did not warrant urgent medical attention, and therefore I came to work ill. As a result, I  
22 accrued numerous hours of sick time that I could not use.

23 13. I had worked for more than 90 days, and for more than 30 hours, for E&W in a single  
24 calendar year, at the time that I tried to use paid sick leave, and had that request denied.

25 14. Even though I worked overtime and through meal breaks, I never received premium pay  
26 for that work.

27 ***E&W’s Manipulation of Hayter’s Timekeeping Records***

28 15. Throughout my employment with E&W, I noticed that issues frequently arose between  
E&W and its employees regarding irregularities with E&W’s timekeeping system and  
corresponding pay. I noticed that employees frequently complained about their pay being wrong  
and about missing time in their timekeeping records.

1 16. I lacked any access to my own timekeeping records and had to ask a supervisor to access  
2 those records.

3 17. Through my employment, E&W did not inform me that changes were made to my  
4 timekeeping records.

5 18. Towards the end of my employment, in the fall of 2017, I asked to access my timekeeping  
6 records, and was granted a one-time access by a supervisor. I then noticed that my timekeeping  
7 records showed that I had clocked-out for a ten-minute rest break every day within the past  
8 workweek, even though I had not actually taken those breaks and/or recorded them.

9 19. In fact, my records should not have indicated that I had clocked out for *any* ten-minute  
10 rest breaks, because I *never* clocked out for those breaks for two reasons. I rarely took a ten-  
11 minute rest break, and even if I had, I would not have clocked out for them in accordance with  
12 E&W's policy that employees did not need to clock out for ten-minute rest breaks.

13 20. I also realized that I had been recorded working about 2-3 less hours per pay period than  
14 I had actually worked, and I had therefore never been paid for working those hours.

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

18 22. Shortly after this discovery, I filed a wage claim with the Labor Commissioner, alleging  
19 that E&W had manipulated my time records without my consent, had denied my use of paid sick  
20 time, and had failed to pay my overtime wages that I was owed.

21 23. After filing my wage claim, the Labor Commissioner sought a written reply from E&W.  
22 In its written reply to the Labor Commissioner, E&W asserted that no violations had occurred  
23 and provided portions of my time records. I noticed that the portions of my time records that  
24 were provided appeared different from the time records that E&W had previously allowed me to  
25 inspect. Accordingly, I believe that E&W manipulated my time records again for the purpose of  
26 overcoming my wage claim.

27 24. I never consented to alterations or modifications of my timekeeping records, and the  
28 modifications that I saw did not reflect the hours that I actually worked.

29 25. As a result of these practices, my overtime was not always reported on my pay records  
30 and I was regularly not paid for all of my worked hours, overtime work, or compensated when I  
31 was forced to work through meal or rest breaks.

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

4 27. 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.

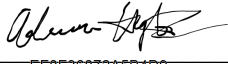
6 28. I am informed and believe that Defendants intentionally concealed or failed to disclose  
7 the fact that E&W had changed my timekeeping records.

8 29. 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 30. 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 31. 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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Adriana Hayter

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