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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.
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Case No. CGC-19-577753

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

1 I, Larine Shields, 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 early 2014 to February 2016. As a Telephone
14 Interviewer, I worked shifts of approximately 6-7 hours per day, approximately 5 days per week,
15 thus working 30-35 hours per week on average.

16 3. I believe I am an adequate class member representative because I was subject to the same
17 employment practices and policies as the Class Members from E&W.

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

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

22 5. I was routinely forced to work through my 30-minute meal breaks. I estimate that I was
23 only afforded the time to take a full 30-minute meal break about once or twice per month. Even
24 if I tried to take my full break I was regularly interrupted.

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

28 7. I was routinely forced to work through my 10-minute rest breaks. I estimate that I was
only afforded the time to take a 10-minute rest break about half the time I was working.

8. I was continually denied requests to take paid sick leave while working at E&W. I was
told by Katrin Ewald ("Ewald") that E&W provided zero sick time. As a result, I was forced to

1 either take days off while sick and not be paid for that time off or come to work while sick.
2 Because of this policy, I took an estimated 15 unpaid days off when I was scheduled to work,
3 because I was sick and was told that there was no paid sick time.

4 9. I had worked for more than 90 days and for more than 30 hours for E&W in a single
5 calendar year, at the time that I tried to use paid sick leave, and had that request denied. Even
6 though I worked overtime and through meal breaks, I never received premium pay for that work.

7 ***E&W's Manipulation of Shields' Timekeeping Records***

8 10. Throughout my employment with E&W, I noticed that issues frequently arose between
9 E&W and its employees regarding irregularities with E&W's timekeeping system and
10 corresponding pay. I noticed that employees frequently complained about their pay being wrong
11 and about missing time in their timekeeping records. I heard employees discussing these pay
12 discrepancies at least once a month during the entire time I was employed.

13 11. As a Telephone Interviewer, I lacked any access to my own timekeeping records and had
14 to ask a supervisor to access those records. However, about one year into my employment, I
15 received a raise of \$1 per hour. Accordingly, I expected that my biweekly paychecks would rise
16 given that I was consistently working the same number of hours. Despite this, my paychecks
17 were suddenly irregular and sometimes paid me less than in the past and/or reflected that I worked
18 less hours than I actually did.

19 12. When I complained to my supervisors about these paycheck irregularities, I was told that
20 the time record system counts my clock-in and clock-out times down to the minute and that my
21 memory of working consistent hours week after week was probably faulty.

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

25 14. I never consented to the alterations or modifications of my timekeeping records.

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

27 16. 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 of my worked hours, overtime work, or
compensated when I was forced to work through meal or rest breaks.

1 17. 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 18. 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.

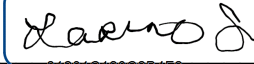
6 19. I am informed and believe that Defendants intentionally concealed or failed to disclose
7 the fact that E&W had changed my time records.

8 20. 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 21. I am informed and believe that Defendants intended for me to rely on these
11 misrepresentations and to accept my paycheck as an accurate reflection of the wages I earned. I
12 believe I was justified in relying on Defendants' deceptions, and I was harmed by Defendants'
13 deceptions because to date I have not been paid all of the wages that I earned.

14 22. 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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Larine Shields