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12 LARINE SHIELDS, and TAYLOR EVANS

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

15 ADRIANA HAYTER, LARINE SHIELDS,
16 and TAYLOR EVANS; individually, and on
17 behalf of all other similarly situated persons,
and on behalf of State of California; and
18 ROES 1-100,

19 Plaintiffs,

20 v.

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

24 Defendants.

Case No. CGC-19-577753

**DECLARATION OF YOSEF PERETZ IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
CLASS CERTIFICATION**

1 I, Yosef Peretz, hereby declare and state:

2 1. I am the principal at Peretz & Associates, counsel of record for Named Plaintiffs
3 ADRIANA HAYTER, *et al.* (“Plaintiffs”) in this matter.

4 2. I am submitting this declaration in support of Named Plaintiffs’ Motion for Preliminary
5 Approval of Class Action Settlement and Class Certification. This motion is unopposed by
6 Defendants, who agreed to waive the statutory motion period under Code of Civil Procedure
7 section 1005 for the filing and serving of this motion.

8 3. This putative class action was filed on July 18, 2019. Plaintiffs served extensive written
9 discovery requests on Defendants shortly thereafter on August 15, 2019. Plaintiffs filed the
10 operative First Amended Complaint on September 16, 2019.

11 4. The parties then met and conferred and agreed to attend private mediation with John
12 Hyland, Esq. of Rukin Hyland & Riggin LLP. As part of the agreement to mediate, Defendants
13 provided Plaintiffs with certain key payroll and timekeeping documents and further agreed to
14 provide Plaintiffs with the putative class list.

15 5. In order to provide Plaintiffs with the class list, including contact information for class
16 members, the parties stipulated to a form opt-out notice pursuant to *Belaire-West Landscape, Inc.*
17 *v. Superior Court* (2007) 149 Cal.App.4th 554 (“*Belaire-West*”). This stipulation was approved
18 by the Court on December 30, 2019. The *Belaire-West* notices were mailed to putative class
19 members on January 14, 2020 with an opt-out deadline of February 4, 2020. Ultimately, three of
20 the fifty-six (56) notices mailed out were returned as undeliverable, and no members opted out of
21 providing their contact information to Plaintiff’s counsel.

22 6. The parties then held a full-day session of mediation with Mr. Hyland on February 19,
23 2020. However, the parties were unable to reach a settlement at that time. The parties continued
24 to informally discuss settlement throughout the spring and summer of 2020, while simultaneously
25 exchanging further written discovery requests, responses and production of documents.
26 Significant discovery was conducted by both sides, including 24 sets of written discovery.

27 7. At a Case Management Conference on September 14, 2020, the Court ordered the parties
28 to attend a Mandatory Settlement Conference before the Honorable Mary E. Wiss. The parties
agreed to convert the conference into a judicial mediation, which took place with Judge Wiss
during a full-day session on November 6, 2020. With the help of Judge Wiss, the parties were
able to reach a class action and PAGA settlement in this matter, which was formalized into the

1 Settlement Agreement currently before the Court for preliminary approval.

2 8. As part of the settlement, the parties also agreed to allow Plaintiffs' counsel to file a
3 Second Amended Complaint to allege a PAGA claim, and provide notice to the California Labor
4 and Workforce Development Agency (hereinafter "LWDA") pursuant to Cal. Lab. Code §
5 2699.3(a) (hereinafter the "PAGA Notice"). On January 14, 2021, the parties filed a joint
6 stipulation to file a Second Amended Complaint that included the PAGA claims. On February 1,
7 2021, the Court ordered Defendants to file their responsive pleading to Plaintiff's Second
8 Amended Complaint, and on February 23, 2021, the parties jointly stipulated to stay Defendants'
9 responsive pleading deadline pending the Court's ruling on final approval of the settlement
10 between the Parties.

11 9. A true and correct copy of the parties' proposed class action settlement in this matter is
12 attached hereto as **Exhibit 1**.

13 10. Named Plaintiffs Hayter, Shields, and Evans were instrumental in contacting and
14 providing information to their counsel which led to the initial filing of this action. After the action
15 was filed, each responded to extensive written discovery, with significant hours of work for each
16 Named Plaintiff. All three Named Plaintiffs were present and participated in the full day of
17 mediation with Mr. Hyland on February 4, 2020, including by providing additional factual
18 background and answering questions posed by counsel and Mr. Hyland. Finally, all three Named
19 Plaintiffs were available and provided information which assisted the parties in finally settling
20 this action with Judge Wiss at the full day, remote mediation held on November 4, 2020. The
21 Named Plaintiffs have not received any personal benefits from this participation.

22 11. All of the Named Plaintiffs are at or near minimum-wage employees who have had to
23 work around their current jobs to provide the labor necessary to take on this Action. Additionally,
24 Shields and Evans both became pregnant during the scope of this Action and have had to balance
25 their time between their new jobs, new children, and this Action.

26 12. A true and correct copy of the parties' proposed Notice and Claim Form to be sent out to
27 class members notifying them of this proposed class action settlement is attached hereto as
28 **Exhibit 2**.

13. Plaintiffs' Counsel's evaluation of the liability and damages in the case was premised on
an extensive evaluation of, among other things, the number of the putative Class Members, the
alleged amounts of unpaid wages owed, the average hourly rate each class member actually

1 received for his or her work and the penalties that could be awarded with respect to the alleged
2 violations of law. Plaintiffs' Counsel also performed extensive analysis of recovery limits for
3 both civil and statutory penalties.

4 14. The proposed Settlement provides a reasonable amount of recovery as to each of the
5 classes and the individual Plaintiffs. On average, Class Members will receive approximately
6 \$1,300, which will vary by length of employment, while also avoiding the risks, time, and expense
7 of litigation in this case. The Class consists of approximately 56 Class employees.

8 15. Once Plaintiffs' Counsel obtained the putative class list, counsel engaged in extensive
9 outreach and communications with class members both to gather supplemental evidence and
10 confirm the experience of Named Plaintiffs. On March 6, 2020, Plaintiffs' Counsel sent a letter
11 to each and every class member providing information about this proposed class action lawsuit,
12 the basis for Plaintiffs' claims, and inviting the Class Members to contact Plaintiffs' Counsel.
13 Many class members subsequently called or wrote to Plaintiffs' counsel to express their interest
14 in learning more about the lawsuit and sharing their experience at E&W. Plaintiffs' counsel had
15 many conversations with class members which corroborated the allegations and claims brought
16 by Named Plaintiffs.

17 16. The parties' proposed notice plan is as follows: Simpluris, Inc., who is experienced in
18 similar cases, will act as Settlement Administrator. Under an agreement reached with Simpluris,
19 the total costs of administering the fund, including the cost of providing Notice to the Class
20 Members will not exceed \$5,000. A true and correct copy of this agreement and initial estimate
21 from Simpluris to administer this proposed class action settlement is attached hereto as **Exhibit 3**.

22 I declare under penalty of perjury under the laws of California that the foregoing is true
23 and correct, and that this declaration was executed on April 1, 2021.

24 
Yosef Peretz