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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

NOEMI VILLAGOMEZ and ANDREA
MARTINEZ, as individuals and on behalf of all
others similarly situated,

Plaintiff,

vs.

MARCOS & JAVIERS, LLC, a California
limited liability company dba JAVIER'S
CANTINA & GRILL; JAVIER'S-UTC, LLC, a
Nevada limited liability company; and DOES 1
through 100,

Defendants.

Case No. 30-2020-01131297-CU-OE-CXC

*[Assigned for all purposes to the Hon. David A.
Hoffer, Dept. CX103]*

**DECLARATION OF PLAINTIFF ANDREA
MARTINEZ IN SUPPORT OF MOTION
FOR APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 22, 2026
Time: 1:30 p.m.
Dept.: CX103

Complaint filed: February 13, 2020
FAC filed: May 26, 2020
SAC filed: December 15, 2023

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I, ANDREA MARTINEZ declare as follows:

1. I am an individual over the age of 18 and one of the named plaintiffs in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) in this case. I have personal knowledge of the facts stated in this declaration and could testify to them if called upon to do so.

2. I was employed by Defendants Marcos & Javiers, LLC dba Javier's Cantina & Grill and s-UTL, LLC (hereinafter referred to as "Defendants") as an hourly, non-exempt employee. I working for Defendants in approximately January 2019 and held the position of cocktail waitress. ed at both the La Jolla and Irvine locations. Also, during my employment with Defendants, I with the other hourly, non-exempt employees, were required to follow Defendants' wage and policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Defendants, I was not paid for all my time worked. Specifically, it is my understanding that Defendants do not include all of forms of pay, including “Incentive Pay” and/or “Auto Gratuity” in my regular pay for overtime purposes. As such, I do not believe I was properly compensated for all my overtime work.

4. I also do not believe I received all meal and rest breaks to which I was entitled. Typically, as a result of the Defendants' work demands and the nature of the restaurant industry, I received late or short meal periods and at times were unable to take them at all. Further, I did not receive any rest breaks during my employment. Despite all of this, I was not paid meal period or rest premiums.

5. Because of all of the above issues at work, I do not believe I received accurate, itemized statements.

6. I have worked closely with my lawyers on this case. I responded to a full set of written discovery in January 2021, including special interrogatories and requests for production of documents.

7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit former co-workers and current employees of Defendants by helping them recover money owed to

1 them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees
2 would not have to take on. For example, I knew that there was a risk that I could be responsible for
3 Defendants' costs if we lost the case. Even though I understood that joining a lawsuit is a public record
4 and could stigmatize me and may affect my future employability, I accepted that burden for the benefit
5 of other employees of Defendants because I wanted Defendants to pay its current and former employees
6 for all unpaid wages according to the law and face consequences for not doing so.

7 8. I have been actively involved in this case since joining this lawsuit at its inception.
8 Without revealing and/or waiving attorney-client privileged communications, I have communicated
9 with my attorneys on numerous occasions. I estimate that I have spent approximately 8-12 hours
10 meeting with my lawyers concerning the case and my responsibilities as a class representative, which
11 included, among other things, gathering various employment and non-employment related documents
12 for use in the lawsuit, reviewing documents with my lawyers and answering their questions, answering
13 follow up questions and providing guidance regarding Defendants' timekeeping, break schedules, and
14 other policies and procedures that Defendants required me and the hourly employees to follow, and
15 reviewing the settlement documents. Additionally, I had to respond to formal written discovery.

16 9. I also made sure to ask my lawyers any questions I had about the terms of the settlement
17 agreement because I wanted to understand everything before I signed it.

18 10. As part of the proposed Settlement, I have also agreed to a full general release of claims
19 related to my employment with Defendants that extends beyond the release of claims applicable to
20 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
21 known or unknown, under federal, state, or local law against Defendants.

22 11. I believe my claims are typical of the members of the Class because they were required
23 to follow the same policies and procedures I was required to follow when I worked for Defendants. I
24 believe Defendants' policies and procedures were the same for all hourly employees in California.
25 Since the same policies and procedures applies to myself and the other hourly, non-exempt employees,
26 I believe they were not paid for all wages earned, did not receive all meal and rest periods, did not
27 receive accurate wage statements, and were not paid all wages owed upon separation of employment.
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1 12. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt
2 employees. I understand that as the proposed class representative, I am responsible for representing
3 the interests of all members of the class in litigation to recover money damages for the Class and I
4 consider the interests of the Class and put the interests of the Class before my own interests.

5 13. I understand that my attorneys will request that the Court award me Service Award of
6 \$10,000.00 for my service and efforts on the case. This proposed \$10,000.00 Service Award is not
7 contingent upon me supporting the proposed Settlement.

8 I have reviewed this written statement and fully understand all of its contents. I declare under
9 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

10 Executed on 3-17, 2026 at Mission Viejo, California.

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Andrea Martinez (Mar 17, 2026 14:24:25 PDT)

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