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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JESSICA GARCIA, RUDY JIMENEZ,
individually and on behalf of other individuals
similarly situated

Plaintiff,

v.

THE MERCHANT OF TENNIS, INC., a
California corporation, dba U.S.
MERCHANTS, and DOES 1 through 100,
inclusive

Defendants.

Case No. CIVDS2005614

*[Assigned for all purposes to Hon. Joseph B.
Widman, Dept. S36-SBJC]*

**DECLARATION OF JOSE HERNANDEZ
SOLIS IN SUPPORT OF APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 23, 2026
Time: 9:00 a.m.
Dept.: S36-SBJC

Complaint Filed: February 26, 2020
Trial Date: None Set

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DECLARATION OF JOSE HERNANDEZ SOLIS

I, Jose Hernandez Solis, hereby declare as follows:

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

2. I worked for Defendant The Merchant of Tennis, Inc. ("MOT") as an hourly employee in its production department from approximately April 2020 to June 2020. During my employment with MOT, I primarily worked out of MOT's Archibald warehouse located in Ontario, California. I typically worked the second shift five to six days per week from 2:00 p.m. to 10:30 p.m. and my primary job duties consisted of stacking pallets and then wrapping them in shrink wrap. During my employment with MOT, I was subject to MOT's wage and hour policies and practices that are at issue in this case.

3. At the beginning of my shifts, MOT required me to go through a mandatory COVID-19 temperature check, which was conducted off the clock. These screenings were required and I was not allowed to enter the warehouse until I completed the temperature check. Because MOT scheduled my shift to begin at the same time as other employees, I had to wait in line for 2-3 minutes before each shift to get through the temperature check. Also, after I went through the temperature check, I then had to wait in another line to clock-in. This whole process took about 5-10 minutes.

4. In order to complete the temperature check and clock-in before my scheduled shift time, I had to arrive to work at least five to ten minutes early each day.

5. During my employment with MOT, I was not allowed to take my lunch break whenever I wanted. I had to wait to take my lunch break at the time scheduled by my supervisor, Yahida, or the person in control of the production line. Once my supervisor released me for lunch, I always went immediately to the time clock to clock out.

6. My rest breaks were also scheduled by my supervisor and were often less than 10-minutes. This is because my supervisor required me to be back at my work area by the end of the 10-minute period or I would be late. I usually took my rest break in the breakroom or my car. The break room

1 was about 1 to 2 minutes away from my work area. Because I had to be at my work area by the time
2 the 10-minutes was up, I could never take a full 10 minutes in the break room or my car or I would
3 have been late when returning from my break.

4 7. At the end of my shift, I was required to go through a bag check. As I regularly brought
5 my lunch bag to work and finished at the same time as other employees, this meant that at the end of
6 each shift, I had to first wait in line and then present my lunch bag to the security guard for inspection.
7 The bag check was done after I had already clocked out and often took three to five minutes to
8 complete. I was not able to leave the warehouse until I went through the bag check.

9 8. I have been actively involved in this case since I first retained Haines Law Group, APC
10 (“HLG”) in March 2021. Without waiving the attorney-client privilege, prior to filing my lawsuit, my
11 attorneys explained my role and responsibilities as a Class Representative, and I understand my
12 responsibilities as a Class Representative. Since retaining my attorneys, I have had many discussions
13 with the attorneys and staff at HLG, including discussions regarding MOT’s wage and hour practices
14 and my claims in this case, potential witnesses, litigation strategy, updates on how the case was
15 proceeding, the Settlement, and how I could help the case and potential Class Members. I also spent
16 considerable time preparing for my deposition in this case and attended my full-day deposition on
17 October 26, 2021. I also assisted my lawyers in responding to formal discovery requests, gathered
18 and reviewed documents for use in the lawsuit, and reviewed relevant documents with my attorneys.
19 I estimate that I have spent at least 70-75 hours on this case from the time I first spoke with my
20 attorneys regarding this case until the present. I also understand that as part of the Settlement, I have
21 agreed to a general release of claims against MOT, which is broader than the release of claims agreed
22 to by other Class Members.

23 9. When this lawsuit was filed, I understood that this lawsuit could benefit former and current
24 MOT employees by helping to recover their unpaid wages, unpaid meal and rest period premiums,
25 and other penalties. I knew there was a risk that I could be liable for MOT’s costs if we lost the case.
26 I accepted this risk because I wanted MOT to pay its current and former employees for their unpaid
27 wages and penalties. Even though I understood that filing a lawsuit is a public record, I accepted that
28 burden in order to help former, current, and future MOT employees. As far as I am aware, I have no

1 actual or potential conflicts with any of the Class Members.

2 10. I understand that my attorneys will request that the Court approve a service payment of
3 \$10,000.00 for my efforts on behalf of the Settlement Class. I believe this amount is reasonable based
4 on the amount of time and effort I have devoted to this case and the risks I have undertaken as a class
5 representative, and my general release of claims, as described above. My support for the Settlement is
6 not contingent on me receiving this service payment.

7 I declare under penalty of perjury under the laws of the State of California and the United
8 States that the foregoing is true and correct. Executed on Mar 4, 2026 in
9 Fontana, California.

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11 Jose Hernandez (Mar 4, 2026 13:30:48 PST)

12 JOSE HERNANDEZ SOLIS
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