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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

RUDY GONZALEZ,

Plaintiff,

vs.

XTREME MANUFACTURING, LLC; and
DOES 1-100, inclusive,
Defendants.

Case No.: 1:20-cv-01704-JLT-SKO

DECLARATION OF RUDY GONZALEZ

Date: March 10, 2023
Time: 9:00 a.m.
Dept.: Courtroom 4, Seventh Floor
Judge: United States District Judge
Jennifer L. Thurston

I, Rudy Gonzalez, declare:

1. I am the named Plaintiff and class representative in this action.

2. I have personal knowledge of the matters set forth herein and, if called upon to do so, could and would competently testify thereto under oath.

3. I was employed by Xtreme Manufacturing, LLC in its Selma, California manufacturing machine shop from April 3, 2019 through June 30, 2020.

4. Throughout my employment, I was paid hourly, but I was regularly advised by my supervisors not to record all of the time I was working. I began keeping a log in early 2020 recording my actual time worked to compare to the time I was paid. When my supervisors found out I was keeping a personal log, they (Robert Hawkins and Tony Perez) told me I was not allowed to keep doing that.

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1 5. I resigned my employment with Xtreme in June 2020 because I got a job closer to
2 home, but also because I was frustrated with how I was being paid.

3 6. Throughout this case, I have understood and appreciated my role and responsibilities as
4 a class representative. I understand it is my responsibility to look out for the best interests of all class
5 members and to not put my own interests above theirs. I have willingly and knowingly accepted these
6 responsibilities and have carried them out to the best of my ability.

7 7. In November 2020, prior to bringing this lawsuit, I interviewed attorneys and ultimately
8 selected Mayall Hurley, P.C. to represent me and the other employees of Xtreme who were subject to
9 the same pay and meal/rest break problems I experienced while working there. It is my understanding
10 that Mayall Hurley, P.C. are experienced in litigating class actions.

11 8. In December 2020, I filed this lawsuit as a class action. By deciding to file the lawsuit
12 as a class action, I agreed to pursue not only my own claims, but also the claims of other employees of
13 Xtreme. In so doing, I agreed to put the interests of the class ahead of my own. I also agreed to
14 participate actively in the lawsuit and to assume the risks of serving as a named Plaintiff and class
15 representative.

16 9. I am and have been familiar with and understand the claims asserted both on my behalf
17 and on behalf of the other class members in this case. I understand that the claims asserted are based
18 on: 1) Xtreme's practice of requiring employees to work when not clocked in (at the actual direction of
19 Hawkins and Perez); 2) Xtreme's practice of allowing managers to alter time punches that employees
20 enter; 3) Xtreme's practice of not providing employees in the manufacturing plant with meal and rest
21 breaks; 4) Xtreme's refusal to reimburse certain expenses, including uniform (boot) expenses and
22 Covid masks; and 5) Xtreme's failure to provide me and other employees with accurate wage
23 statements.

24 10. Since hiring Mayall Hurley, P.C., I have been in regular contact and participated
25 closely with my attorneys in the litigation of this case. I have spent considerable time helping the
26 Class of employees I seek to represent win compensation from Xtreme. The tasks I have been actively
27 involved in included, but are not limited to:

28 a. Interviewing and selecting competent Class Counsel;

- b. Providing documents to Class Counsel relevant to the claims at issue in this lawsuit;
- c. Providing statements of factual details to Class Counsel to assist them in understanding the nature of the Class' claims and to assist them in assessing potential damages;
- d. Assisting in the preparation of the class action;
- e. Reviewing documents and policies produced by Xtreme with Class Counsel to assist them in understanding how Xtreme operates;
- f. Preparing for and participating in the remote mediation session in December 2021 on behalf of the Class;
- g. Participating in the lengthy settlement negotiations after the mediation that culminated with the Settlement; and
- h. Following up with Class Counsel by telephone on a regular basis to check in regarding the status of the case and whether anything further was needed of me.

11. Overall, I estimate that I have spent approximately 40 hours of my time to help vindicate the rights of the Class.

12. As a named plaintiff and class representative, I have exposed myself to the negative reputational consequences of my name being tied to a class action lawsuit.

13. Unfortunately, a Google search of my name and that of "Xtreme" reveals—*as the very first result*—that I filed an employment-related lawsuit against them. This information, which could obviously be frowned upon, will be readily available to any prospective employer forever. See **Exhibit 3** to the Declaration of Jenny D. Baysinger filed concurrently herewith

14. Additionally, had this case not settled, I understand it could have continued for years and that, if I lost, I could be responsible for Xtreme's litigation costs, which could have been substantial.

15. In connection with the Settlement, I also understand that I am providing a waiver of more claims than other Class Members. I understand that I had two individual claims because Xtreme did not timely provide copies of my records that was worth \$1,500. I also understand that by signing the Settlement I am giving up any rights I have to make any other claims against Xtreme relating to my employment. Other Class Members are only giving up the Class Claims.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct. Executed on February 9, 2023, in Fresno, California.

DocuSigned by:

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RUDY GONZALEZ