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JOSE CARLOS MARTINEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE CARLOS MARTINEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

R C FURNITURE, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 21STCV00874

*[Assigned for all purposes to the Hon. Kenneth R.
Freeman, Dept. SSC-14]*

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

Date: August 24, 2023
Time: 10:00 a.m.
Dept.: SSC-14

Action Filed: January 7, 2021
Trial Date: None Set

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I, JOSE CARLOS MARTINEZ declare as follows:

1. I am an individual over the age of 18 and the named plaintiff 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 was employed by Defendant R C Furniture, Inc. (hereinafter referred to as “R C Furniture” or “Defendant”) as an hourly, non-exempt employee from approximately March 9, 2020 through in or around late November/early December 2020. Also, during my employment with R C Furniture, I, along with the other hourly, non-exempt employees, were required to follow R C Furniture’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with R C Furniture, I was not paid for all my time worked. Specifically, R C Furniture would keep track of my time worked and would unlawfully round/shave my work time. Further, because of COVID-19, I had to take a temperature check before clocking in and was not paid for this time. As such, I do not believe I was compensated for all required minimum and overtime wages owed.

4. I also do not believe I received all meal and rest breaks to which I was entitled. Specifically, as a result of the work demands imposed by R C Furniture and the bell signaling system, my meal breaks were often late, short and/or otherwise unlawful meal periods. It is also my understanding that because I only had to clock in and out for my meal breaks if I left the work premises, R C Furniture automatically deducted 30 minutes of work time for my meal breaks regardless if I actually took one. Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks as I had to clock in and out if I left the premises and due to the bell signaling system, I had to be back at my workstation before the end of my 10-minute rest breaks. Despite all of this, I was not paid meal period or rest period premiums.

5. Because of all of the above issues at work, I do not believe I received accurate, itemized wage statements nor was I paid all of my wages owed at the time of my separation of employment with R C Furniture.

1 6. I have worked closely with my lawyers on this case. I answered all of their questions
2 about my employment and made myself available to speak and meet with my lawyers whenever I was
3 needed, including the entire day of the mediation on August 10, 2022 and throughout the settlement
4 process.

5 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
6 my former co-workers and current employees of R C Furniture by helping them recover money owed
7 to them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees
8 would not have to take on. For example, I knew that there was a risk that I could be liable for R C
9 Furniture's costs if we lost the case. Even though I understood that joining a lawsuit is a public record
10 and could stigmatize me and may affect my future employability, I accepted that burden for the benefit
11 of other employees of R C Furniture because I wanted R C Furniture to pay its current and former
12 employees for all unpaid wages according to the law and face consequences for not doing so.

13 8. I have been actively involved in this case since joining this lawsuit. Without revealing
14 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
15 numerous occasions. I estimate that I have spent approximately 7-10 hours meeting with my lawyers
16 concerning the case and my responsibilities as a class representative, which included, among other
17 things, gathering various employment and non-employment related documents for use in the lawsuit,
18 reviewing documents with my lawyers and answering their questions, answering follow up questions
19 and providing guidance regarding R C Furniture's timekeeping, COVID-19 policy, break schedules,
20 bell signaling system, and other policies and procedures that R C Furniture required me and the hourly
21 employees to follow, and helping develop a strategy as to what documents/information to obtain from
22 R C Furniture. In connection with the settlement in this case, I spent over 1 hour reviewing the
23 settlement agreement and discussing the agreement and approval process with my attorneys. I made
24 sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted
25 to understand everything before I signed it.

26 9. As part of the proposed Settlement, I have also agreed to a full general release of claims
27 related to my employment with R C Furniture that extends beyond the release of claims applicable to
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1 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
2 known or unknown, under federal, state, or local law against R C Furniture.

3 10. I believe my claims are typical of the members of the Class because they were required
4 to follow the same policies and procedures I was required to follow when I worked for R C Furniture.
5 I believe R C Furniture's policies and procedures were the same for all hourly employees in California.
6 Since the same policies and procedures applies to myself and the other hourly, non-exempt employees,
7 I believe they were not paid for all wages earned, did not receive all meal and rest periods, did not
8 receive accurate wage statements, and were not paid all wages owed upon separation of employment.

9 11. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt
10 employees. I understand that as the proposed class representative, I am responsible for representing
11 the interests of all members of the class in litigation to recover money damages for the Class and I
12 consider the interests of the Class and put the interests of the Class before my own interests.

13 12. I understand that my attorneys will request that the Court award me Service Payment of
14 \$10,000.00 for my service and efforts on the case. This proposed \$10,000.00 Service Payment is not
15 contingent upon me supporting the proposed Settlement.

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

18 Executed on 1 - 30 -, 2023 at Los Angeles, California.

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