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Attorneys for Plaintiff
JOSE MARTINEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

SOUTHLAND ENERGY SYSTEMS, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21STCV06911

*[Assigned for all purposes to the Hon. Stuart
M. Rice, Dept. SSC-1]*

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

Date: January 31, 2025
Time: 10:30 a.m.
Dept.: SSC-1

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I, Jose Martinez, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This motion 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 truthfully to them if called upon to do so.

2. I was employed by Defendant Southland Energy Systems (hereinafter referred to as or “Defendant”) as an hourly, non-exempt employee and started my employment in approximately 1984. During my employment, I was a non-exempt installer and was paid on a piece-rate. Also, during my employment with SES, I, along with the other hourly, non-exempt employees, required to follow SES’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with SES, I was not paid for all my time worked. Specifically, SES would pay me a certain rate per work performed. Additionally, it is my understanding that SES did not pay me for tasks not paid on a rate basis and the timesheets I completed did not include all of my hours worked. As such, I do believe I was compensated for all required minimum and overtime wages owed. It is also my understanding that SES failed to include my bonuses and incentive pay in my regular rate of pay for the purposes.

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 SES and the traveling to different work sites, meal breaks were often late, short and/or otherwise unlawful meal periods. Additionally, I believe I was not authorized and permitted to take all my legally required paid rest breaks as SES paid me on a flat rate basis. 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 statements.

6. I have worked closely with my lawyers on this case. I answered all of their questions
my employment and made myself available to speak and meet with my lawyers whenever I was

needed, including the entire day of the mediation on January 18, 2024 and throughout the settlement process.

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

8. I have been actively involved in this case since joining this lawsuit. Without revealing and/or waiving attorney-client privileged communications, I have communicated with my attorneys on numerous occasions. I estimate that I have spent approximately 14-18 hours meeting with my lawyers concerning the case and my responsibilities as a class representative, which included, among other things, gathering various employment and non-employment related documents for use in the lawsuit, reviewing documents with my lawyers and answering their questions, answering follow up questions and providing guidance regarding SES's timekeeping, break schedules, piece-rate pay system, and other policies and procedures that SES required me and the non-exempt employees to follow, helping develop a strategy as to what documents/information to obtain from SES, and the settlement process, including reviewing terms of the settlement agreement.

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

10. I believe my claims are typical of the members of the Class because they were required to follow the same policies and procedures I was required to follow when I worked for SES. I believe SES's policies and procedures were the same for all hourly, non-exempt employees in California. Since the same policies and procedures applies to myself and the other hourly, non-exempt employees, I

1 believe they were not paid for all wages earned, did not receive all meal and rest periods, were not and
2 did not receive accurate wage statements.

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

7 12. I understand that my attorneys will request that the Court award me Service Payment of
8 [REDACTED] for my service and efforts on the case. This proposed [REDACTED] Service Payment is not
9 contingent upon me supporting the proposed Settlement.

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

12 Executed on August 28, 2024 at Fontana, California.

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Jose R. Martinez (Aug 28, 2024 17:08 PDT)

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