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Attorneys for Plaintiff
MAGALI MARTINEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MADERA

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

Plaintiff,

vs.

READY ROAST NUT COMPANY, L.L.C., a
California limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No. MCV084692

*[Assigned for All Purposes to Hon. Katherine
Rigby, Dept. 45]*

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

Date: August 7, 2023
Time: 8:30 a.m.
Dept.: 45

1
2 **DECLARATION OF MAGALI MARTINEZ**

3 I, MAGALI MARTINEZ declare as follows:

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

8 2. I was employed by Defendant Ready Roast Nut Company, L.L.C. (hereinafter referred
9 to as “Ready Roast” or “Defendant”) as an hourly, non-exempt employee from approximately April
10 2018 through approximately August 19, 2020. Also, during my employment with Ready Roast, I, along
11 with the other hourly, non-exempt employees, were required to follow Ready Roast’s wage and hour
12 policies and practices.

13 3. I am informed and believe, and on that basis state, that throughout my employment with
14 Ready Roast, I was not paid for all my time worked. Specifically, Ready Roast would not compensate
15 me for the 5 minutes before my shift and 5 minutes after my shift putting on and taking off my protective
16 gear. As such, I do not believe I was compensated for all required minimum and overtime wages owed.

17 4. I also do not believe I received all meal and rest breaks to which I was entitled.
18 Specifically, as a result of the work demands imposed by Ready Roast, my meal breaks were often late,
19 short and/or otherwise unlawful meal periods. Additionally, I believe I was not authorized and
20 permitted to take all my legally required rest breaks as Ready Roast required me to remain on the work
21 premises during rest breaks. Despite all of this, I was not paid meal period or rest period premiums.

22 5. I was also required to buy my own protective shoes and use my personal cellular phone
23 for business purposes. Despite these requirements, Ready Roast did not reimburse me for these business
24 expenditures.

25 6. Because of all of the above issues at work, I do not believe I received accurate, itemized
26 wage statements nor was I paid all of my wages owed at the time of my separation of employment with
27 Ready Roast.
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1 7. 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 May 6, 2022 and throughout the settlement process.

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

12 9. I have been actively involved in this case since joining this lawsuit. Without revealing
13 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
14 numerous occasions. I estimate that I have spent approximately 10-12 hours meeting with my lawyers
15 concerning the case and my responsibilities as a class representative, which included, among other
16 things, gathering various employment and non-employment related documents for use in the lawsuit,
17 reviewing documents with my lawyers and answering their questions, answering follow up questions
18 and providing guidance regarding Ready Roast's timekeeping, break schedules, and other policies and
19 procedures that Ready Roast required me and the hourly employees to follow, and helping develop a
20 strategy as to what documents/information to obtain from Ready Roast. In connection with the
21 settlement in this case, I spent over 1 hour reviewing the settlement agreement and discussing the
22 agreement and approval process with my attorneys. I made sure to ask my lawyers any questions I had
23 about the terms of the settlement agreement because I wanted to understand everything before I signed
24 it.

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

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

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

11 13. I understand that my attorneys will request that the Court award me Service Award of
12 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Award is not
13 contingent upon me supporting the proposed Settlement.

14 I have reviewed this written statement and fully understand all of its contents. I declare under
15 penalty of perjury under the laws of the State of California that the foregoing is true and correct.
16 Executed on December 6, 2022 at Madera, California.

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18 
Magali Martinez (Dec 6, 2022 17:18 PST)

19 MAGALI MARTINEZ
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