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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO**

COORDINATION PROCEEDING  
SPECIAL TITLE [RULE 3.550]

SUPER DUPER BURGERS WAGE AND  
HOUR CASES

Included actions:

*Martinez v. Back of the House, Inc., et al.,*  
No. RG21113642 (Alameda County Super.  
Ct.)

*Martinez v. Back of the House, Inc., et al.,*  
No. CGC-21-594380 (San Francisco County  
Super. Ct.)

*Lopez v. Back of the House, Inc., et al.,*  
No. CGC-19-579624 (San Francisco County  
Super. Ct.)

Judicial Council Coordination Proceeding No.:  
CJC-22-005249

Honorable Ethan P. Schulman  
Department 304

**CLASS ACTION**

**SUPPLEMENTAL DECLARATION OF  
ERICKSON MARTINEZ IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: May 13, 2025  
Time: 11:00 a.m.  
Department: 304

**DECLARATION OF ERICKSON MARTINEZ**

I, **Erickson Martinez**, hereby declare as follows:

1. I am over 18 years of age and a resident of California. I am a named plaintiff in the cases entitled *Erickson Martinez v. Back of the House, Inc., et al.*, San Francisco Superior Court, Case No. Case No. CGC-21-594380, and *Erickson Martinez v. Back of the House, Inc., et al.*, Alameda Superior Court, Case No. Case No. RG21113642, which were coordinated into the Super Duper Burger Wage and Hour Cases, San Francisco Superior Court, Case No. CJC-22-005249. I have personal knowledge of the facts and statements set forth in this declaration, and if called upon to testify, I could and would competently testify thereto.

2. I was employed by Defendants in an hourly-paid, non-exempt position as a Cashier from approximately September 2019 to March 2020 and then again from August 2020 to October 2020. I worked at multiple locations of Defendants including the Chestnut location and the Market Street location, and while I was hired as a Cashier, due to understaffing and high demands at the restaurant, often times my supervisors required that I assist in other job tasks for other job titles as well. For example, I also did work as a busser and expo. My job duties included, but were not limited to, handling the cash register, speaking with guests, cleaning, and preparing and handling food. Importantly, I was consistently required to perform my work along-side and in coordination with other employees in different shifts, different job positions, different job locations, and my work included work that was technically assigned to other positions.

3. My final hourly rate of pay was \$16.07. As a Cashier at Defendants, my schedule of hours of work varied, to some extent on a weekly basis, however, I consistently worked overtime throughout my employment.

4. During my employment with Defendants, I went through the standard on-boarding process. I also went through a basic training where my supervisor explained certain policies, practices, and procedures of Defendants. That included written and non-written policies and practices that were in effect, including policies and practices regarding timekeeping, overtime, meal periods, and rest periods. Throughout my time at Defendants, I

1 became familiar with how things operate company-wide. During my employment, my  
2 understanding was that the policies and procedures for all hourly-paid employees at Defendants  
3 restaurant were the same. I have been informed that myself and other hourly paid employees  
4 were required to conduct our jobs according to the same set of policies and practices because  
5 the policies and practices were enforced on a company-wide basis.

6 5. As an employee with Defendants, I was required to perform work off-the-clock  
7 before the start of my shift, after the end of my shift, and during meal periods, and also perform  
8 work during rest periods. The work I was required to perform included, for example, greeting  
9 customers, cleaning, donning and doffing my uniform, and answering work related questions  
10 from employees and customers. These duties generally were common to all employees,  
11 regardless of position or location, and I know this based on my work at other locations and in  
12 other positions, and pursuant to Defendants' policies and procedures. Furthermore, as required  
13 by the company-wide handbook all employees were required to be "work ready" prior to  
14 clocking in for our scheduled shifts. As such, almost every day, the other non-exempt, hourly-  
15 paid employees and I were all required to arrive early so that we would have time to get into  
16 uniform and navigate the timekeeping system. Additionally, it was my understanding from my  
17 experience that I and other hourly-paid employees were not allowed to clock in to work unless  
18 we were in uniform and ready to start our scheduled shift. This required me and other hourly-  
19 paid employees to be in uniform before we could clock in for our scheduled shift.

20 6. My understanding of Defendants' overtime policies based on what the company-  
21 wide handbook says and the general practices of Defendants, is that Defendants did not want  
22 employees recording overtime. Thus, I understood that I was required to limit the amount of  
23 time that I recorded overtime as much as possible. I knew that recording overtime hours without  
24 first getting it approved could result in disciplinary action. Despite this policy, I and  
25 Defendants' other hourly-paid employees were assigned workloads that could not be completed  
26 within scheduled work hours. Nonetheless, I and the others were regularly required to complete  
27 these time-sensitive tasks regardless of whether the tasks took longer than the scheduled shifts  
28 or cut into our breaks. Additionally, I and Defendants' other employees were discouraged from  
asking for overtime approval in the first place. As a result, I and the others were required to

1 complete job duties before punching in and after clocking out with the time clocks. I do not  
2 recall being compensated for the time I spent performing work off-the-clock before the start of  
3 my shifts, after the end of my shifts, or during my meal periods.

4 7. It is my understanding that under California Law I was entitled to a thirty (30)  
5 minute uninterrupted meal break if I worked a shift longer than five (5) hours and that the meal  
6 break must occur no later than the end of my fifth hour of work. Despite this, I and the other  
7 hourly-paid employees' meal periods were routinely missed, short, late or interrupted due to the  
8 demands of the job and meeting Defendants' expectations. Despite such violations, I was never  
9 compensated an additional hour of pay for any missed, short, late or interrupted meal periods  
10 due to understaffing, heavy workloads, and inability to record overtime or pressure not to obtain  
11 authorization to even work overtime. For example, meal breaks were regularly interrupted when  
12 the restaurant got busy, which was very frequent, and Defendants did not provide enough staff  
13 to attend to guests. For that reason, I and other employees were required to attend to restaurant  
14 guest's questions and concerns while we were on our meal period which happened often and  
15 our supervisors were aware of it. Because I was required to work with other employees in  
16 different positions and/or departments, I was aware these issues were not unique to me and were  
17 experienced by employees company-wide. It is my understanding that Defendants did not have  
18 a policy or practice of paying hourly paid employees premium wages for meal period violations.  
19 I do not recall receiving a one-hour premium payment from Defendants for having my break  
20 interrupted.

21 8. It is also my understanding that under California law I was entitled to a ten (10)  
22 minute rest period for every four (4) hours worked. During my employment, I was often  
23 required to work during my rest periods in order to meet the demands of the job. The work I  
24 was required to often perform during my rest breaks include, and was not limited to, greeting  
25 customers, and answering work related questions from employees and guests. I was not allowed  
26 to go on any kind of break until my manager allowed me to. Often times this resulted in my rest  
27 periods being either missed, short, late or interrupted. Moreover, on the occasion that I was able  
28 to take a rest break, I would often get interrupted by a supervisor asking me to come back and  
work. Similar to meal breaks, because I was required to work with other employees in different

1 positions and/or locations, these issues were not unique to me and were experienced by other  
2 employees company-wide. I was never compensated an additional hour of pay for any missed,  
3 short, late or interrupted rest periods. It is my understanding that Defendants did not have a  
4 policy or practice of paying hourly paid employees premium wages for rest period violations.

5 9. During my employment, I incurred business expenses in order to comply with  
6 Defendants' dress code policy. I am of the understanding that other employees throughout the  
7 company were also required to comply with the dress code policy and purchase non-slip shoes  
8 and other items. Myself and other employees throughout Defendants locations were required to  
9 wear a uniform according to the dress code. This uniform could include a company T-shirt,  
10 specific-colored pants and the non-slip shoes. Moreover, I and other employees were required  
11 to utilize our personal cell phones to communicate with other employees regarding work and  
12 check our work schedules. I was never reimbursed for the business expenses I incurred, and it  
13 is my understanding that other employees were not reimbursed for such business expenses as  
14 the company did not have a reimbursement policy or practice.

15 10. Based on my experience working for Defendants for almost one year and  
16 working at multiple locations, I can confirm that I was not the only employee who experienced  
17 these off-the-clock work requirements, improper meal and rest breaks, and failure to receive  
18 business-related expenses. The employees complained to each other and talked with each other  
19 about these issues quite often. Myself and other employees would also discuss these issues with  
20 our supervisors. From those conversations, interactions, and from what I can visibly see on a  
21 day-to-day basis, I came to understand that these problems were not just manager-by-manager,  
22 position-by-position, or location-by-location problems, but were company-wide issues.  
23 Moreover, I am aware that another employee by the name of Magaly Olayo Lopez has brought  
24 a class action lawsuit alleging similar facts and information to what I have alleged.

25 11. I believe that the members of the Class in this case are similarly situated with  
26 respect to the issues in this case and their experiences regarding Defendants' common course  
27 of conduct and practices, and that my experience working for Defendants reflected the typical  
28 experience of my co-workers who I worked along-side, who were in different positions and/or  
locations.

1           12.     I understand that class actions are an important tool to assure compliance with  
2 the law, especially where any particular individual's losses may be relatively small.

3           13.     I decided to seek legal advice about my work experiences with Defendants. I  
4 contacted Lawyers *for* Justice, PC and spoke with attorneys there. I wanted to do whatever I  
5 could to make sure Defendants were accountable for not paying employees for all hours worked  
6 and not providing compliant meal and rest breaks. I investigated wage-and-hour lawsuits and  
7 did some research into the class action and employment law firms in California for  
8 approximately **5 hours**. I consulted with the attorneys at Lawyers *for* Justice, PC for **9 hours**  
9 discussing my situation, wage-and-hour class actions in general, and what it meant to be a  
10 named plaintiff and class representative.

11           14.     I have spent over **17 hours** meeting with my attorneys regarding the matter and  
12 fulfilling my responsibilities as a named plaintiff and class representative, which included  
13 gathering documents concerning my employment with Defendants, reviewing documents with  
14 my attorneys and answering their questions, providing information regarding the duties of  
15 hourly and non-exempt employees, preparing for my deposition, and helping develop a strategy  
16 as to what documents and information to obtain from Defendants. I checked in with my  
17 attorneys and their staff to make sure that they had my most current information and any  
18 additional information that I had obtained.

19           15.     As the matter progressed, I was available to answer any questions my attorneys  
20 had, and available to speak and meet with my attorneys whenever they needed me. I responded  
21 to them as quickly as possible and gave them as much information and identified as many  
22 documents as I could. I spent at least **8 additional hours** speaking with my attorneys about the  
23 case, identifying potential witnesses, providing my attorneys with documents and information  
24 concerning the case, and also describing policies, practices, and procedures of Defendants. I  
25 also prepared for and sat for a full day deposition.

26           16.     As far as the settlement is concerned, I was available to review documents and  
27 answer any questions my attorneys had. I spent about **3 hours** reviewing the settlement  
28 agreement and discussing the potential settlement with my attorneys before signing the  
settlement agreement.

1           17. I know that I am a class representative in this lawsuit and that I have the  
2 following duties as the class representative:

- 3           a. Represent the interests of all members of the Class;  
4           b. Always consider the interests of the Class just as I would consider my own  
5 interests and put the interests of the class before my own interests;  
6           c. Serve as the fiduciary of the Class;  
7           d. Actively participate in the lawsuit, by for example, searching for documents,  
8 keeping in contact with my attorneys, and answering their questions, which I  
9 believe I have done so far; and  
10          e. Follow the progress of the lawsuit and provide relevant facts and information  
11 to my attorneys.

12          18. I believe I have no interests which are inconsistent with the interests of the Class  
13 and I will adequately represent the Class. I brought this lawsuit on behalf of myself and all  
14 others similarly situated to rectify legal wrongs I believe were being committed by Defendants.  
15 Based on my experiences during my employment by Defendants, including those discussed  
16 above, the legal and factual issues for the Class are typical of my own legal and factual issues.

17          19. I have also made certain that the litigation is prosecuted by skilled and effective  
18 attorneys. I believe the counsel I retained at Lawyers *for* Justice, P.C. are skilled, experienced,  
19 and well suited to prosecute this case on behalf of the Class.

20          20. I believe that I have done everything that my attorneys have asked of me and  
21 have tried, to the best of my ability, to represent the class.

22          21. As a named plaintiff, I have always considered the interests of the Class just as  
23 I would consider my own interests. I have and will continue to actively participate in the lawsuit  
24 as necessary, helping in any way I can. I recognize and accept that any resolution of this lawsuit  
25 is subject to court approval and must be designated in the best interests of the Class as a whole.  
26 Should there be a situation in this case where I must put the interests of the Class before my  
27 own interests, I will do so.

28          22. I also have no interests adverse to those of the Settlement Administrator. I also

1 have no conflict of interest with the Settlement Administrator.

2 23. I think my efforts helped to get the result obtained in this case, and as a class  
3 representative, I respectfully request that the Court award me a service payment in the amount  
4 of \$10,000.00 for my active participation in this case. Taking into consideration the time that I  
5 have dedicated to this case, I believe that this amount is reasonable.

6 24. I am not related to anyone associated with Lawyers *for* Justice, PC.

7 25. I have not entered into any undisclosed agreements, nor have I received any  
8 undisclosed compensation in this case. The only compensation I will receive is whatever  
9 amount the Court awards as a service payment, as well as my share of the settlement as a class  
10 member.

11 I declare under penalty of perjury under the laws of the State of California that the  
12 foregoing is true and correct.

13 Executed this 21 day of April 2025, at San Francisco, California.

14 Electronically Signed 2025-04-21 01:48:03 UTC - 185.211.32.53  
Erickson Martinez  
Nintex AssureSign® 826687d8-5a2c-4efa-bd55-b2c501521029

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