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Attorneys for Plaintiff
ARMANDO CERVANTES MARTINEZ,
individually and on behalf of similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

ARMANDO CERVANTES MARTINEZ,
individually and on behalf of similarly situated
employees,

Plaintiff,

v.

PORTERVILLE CITRUS, INC., a California
Corporation; and DOES 1-50, Inclusive,

Defendants.

CASE NO.: PCU318066

CLASS ACTION

*[Assigned for all purposes to Hon. Russel Burke,
Dept. 19]*

**DECLARATION OF ARMANDO
CERVANTES MARTINEZ IN SUPPORT OF
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: February 13, 2025

Dept: 19

Judge: Hon. Russel Burke

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I, ARMANDO CERVANTES MARTINEZ, declare as follows:

1. I am the Plaintiff and proposed Class Representative in the above-captioned action. I have personal knowledge of the facts stated in this declaration and, if called as a witness, I could and would competently testify to them. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
2. I was employed by Defendant PORTERVILLE CITRUS, INC. as an orange sorter, a non-exempt, hourly-paid position, in California from approximately October 10, 2016 to December 6, 2024. I am no longer employed by Defendant. During my employment, I was subject to Defendant's timekeeping, pay, meal-and-rest-period, and expense-reimbursement policies and practices.
3. Based on my own experience working for Defendant, I came to believe that Defendant was not paying employees for all hours worked, was not consistently providing legally compliant meal and rest periods, was not reimbursing necessary business expenses, and was not furnishing accurate, itemized wage statements. I brought these concerns to Class Counsel and agreed to pursue this action on behalf of myself and other employees affected by the same policies and practices. I understood that suing my former employer was a significant and unusual step, and I took that step because I believed that I, and the other members of the Settlement Class, were in fact entitled to the relief sought in this case.
4. I understood that, by filing this lawsuit against my former employer and serving as Class Representative, I could face risks, including the possibility that a current or prospective employer might learn that I had sued a prior employer. I was willing to accept those risks in order to vindicate my own rights and the rights of my co-workers.
5. I have been actively and continuously involved throughout this case, and I fully participated in the analysis and planning of this action throughout the pendency of this litigation. Among other things, I: (a) communicated with Class Counsel on numerous occasions regarding the facts of the case and Defendant's policies and practices; (b) provided Class Counsel with information and documents relating to my employment; (c) helped identify potential witnesses

1 and explained Defendant's day-to-day operations; (d) reviewed case materials; (e) attended
2 numerous meetings with Class Counsel prior to the mediation to prepare for it; and (f) was
3 kept well informed by Class Counsel of the nature and extent of the settlement discussions
4 with Defendant.

5 6. On October 24, 2025, the Parties participated in a full-day mediation. I made myself available
6 to Class Counsel to answer questions throughout the entire day-long mediation, and during
7 the mediation settlement discussions I provided Class Counsel with factual information about
8 Defendant's policies and practices that supported the class claims.

9 7. I reviewed the Joint Stipulation of Class Action and PAGA Settlement and Release, and I
10 signed it. Based on my involvement in this case and my understanding of its risks, I believe
11 the Settlement is fair, reasonable, and in the best interests of the Class and the Aggrieved
12 Employees, particularly in light of the expense, delay, and uncertainty of continued litigation.

13 8. I understand that, as part of the Settlement, I have agreed to give Defendant a general release
14 of my individual claims, including a waiver of California Civil Code Section 1542, which is
15 broader than the release given by other Class Members. I entered into this general release
16 knowingly and voluntarily.

17 9. In recognition of the time and effort I have devoted to this case, and the risks I undertook on
18 behalf of the Class, I am requesting a Class Representative Service Award (also referred to as
19 an enhancement award) in the amount of \$10,000.00, subject to the Court's approval. I
20 understand that the requested Service Award represents only a small portion of the Gross
21 Settlement Amount of \$320,000.00, and that this award, if approved, is in addition to the
22 Individual Settlement Payment I will receive on the same basis as every other Participating
23 Class Member. I also understand that the Court may award a lesser amount, or nothing at all,
24 and that the Settlement is not conditioned on approval of the requested Service Award; I will
25 remain bound by the Settlement regardless of the amount the Court awards.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this August 6, 2026, at Lindsay, California.

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5 **ARMANDO CERVANTES MARTINEZ**
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