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MATTHEW CRUZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MATTHEW CRUZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CAT SPEC, LTD. L.P., a Texas limited
partnership; STRONGHOLD, LTD. LIMITED
PARTNERSHIP, a Texas limited partnership;
and DOES 1 through 100,

Defendants.

Case No. 23STCV06904

*[Assigned for all purposes to Hon. Lawrence P. Riff,
Dept. SSC-7]*

**DECLARATION OF PLAINTIFF MATTHEW
CRUZ IN SUPPORT OF APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: December 19, 2024

Time: 9:00 a.m.

Dept.: SSC-7

Complaint Filed: March 29, 2023 Trial

Date: None Set

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I, MATTHEW CRUZ, 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”) 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 CAT SPEC, LTD. L.P. (“CAT SPEC”) and STRONGHOLD, LTD. LIMITED PARTNERSHIP (“STRONGHOLD”) (hereinafter collectively referred to as “Defendants”) as a non-exempt employee approximately August 2022 through on or about February 4, 2023. During my employment with Defendants, I was employed as a Catalyst Tech. subject to Defendants’ wage and hour policies and practices at all times during my employment.

3. It is my understanding that I was not compensated for all of my hours worked. I am informed and believe that Defendants rounded and/or shaved my time worked on timesheets such that I was not paid all of my minimum and overtime wages. I am informed and believe that Defendants required my supervisor to record my hours worked and the supervisor would round my hours and not the actual time I began and/or stopped working.

4. I do not believe I received all legally-compliant meal periods. I did not clock in and out for my meal periods. Defendants permitted only one lunch break per shift and it often times took place during my meal period. Defendants automatically deducted thirty minutes from my work time for each shift for a “meal period” regardless of whether I took a meal period or not. When I worked over 10.0 hours, Defendants did not provide a second meal break, which I understand I am entitled to based on California law. As a result, my meal breaks were often late, short or otherwise non-compliant.

5. I also do not believe I received all legally-compliant rest periods. I was not authorized a rest period for every four hours that I worked because of Defendants' work demands.

6. As a result of these violations, I also do not believe I received accurate and complete statements.

1 7. I retained Haines Law Group, APC and Lidman Law, APC to represent me in my wage
2 claims against Defendants. Even before this lawsuit was filed, I worked closely with my lawyers on
3 this case. I answered all of their questions about my employment and made myself available whenever
4 I was needed. Prior to filing the lawsuit, I would speak with the attorneys to go over whatever topics
5 they wished to discuss, including my responsibilities as a class representative.

6 8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
7 my former co-workers and current employees of Defendants by helping them recover their unpaid
8 wages and unpaid meal and rest period premium wages and penalties. I knew that there was a risk that
9 I could be liable for Defendants' costs if we lost the case. I accepted this risk because I wanted
10 Defendants to compensate me and their current and former employees for all unpaid wages and meal
11 and rest period premium wages. Even though I understood that joining a lawsuit is a public record and
12 could stigmatize me and may affect my future employability in this industry or any other industry
13 because there is a risk that future employers would not want to interview and/or hire someone who has
14 sued an employer, I accepted that burden for the benefit of other employees of Defendants.

15 9. Without counsel and the assistance of myself, I do not believe we would have gotten
16 the proposed settlement which will benefit the other employees. Indeed, if I had not sought legal
17 representation to enforce California's labor laws, I do not believe my former co-workers and current
18 employees of Defendants and California's Labor and Workforce Development Agency ("LWDA"),
19 which I understand will receive a portion of the proposed settlement, would receive any of the
20 settlement funds.

21 10. I have been actively involved in this case since initiating this lawsuit back in March
22 2023. Among other things, I gathered various employment related documents for use in the lawsuit.
23 Without revealing and/or waiving attorney-client privileged communications, I also communicated
24 with my attorneys on numerous occasions throughout the litigation to make sure they had my most
25 current information and any additional information to help move the case forward.

26 11. Additionally, I worked with my lawyers to prepare for the mediation and was available
27 that day for any questions that arose.

12. When my attorneys told me that we reached a settlement in this case, I spent time discussing the settlement agreement with my attorneys. I wanted to understand everything before I signed the settlement agreement. I believed I represented the Settlement Class members and the LWDA to the best of my ability and put the interests of the Settlement Class ahead of my own. I believe that I have spent approximately 8 to 12 hours in total on activities related to this case.

13. I am not involved in any other lawsuits. As far as I am aware, I have no conflicts with any of the other Settlement Class members.

14. As part of the proposed Settlement, I have also agreed to a general release of claims related to my employment with Defendants that extends beyond the release applicable to members of the Settlement Class up through the date I signed the settlement agreement. I understand that this includes all claims, whether known or unknown, under federal, state, or local law against Defendants.

15. I understand that my attorneys will request that the Court award me a Service Award of \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Award is not contingent upon me supporting the proposed Settlement.

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

Executed on Sep 4, 2024, 2024 at Victorville, California.


MATTHEW CRUZ