

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
JAVIER MARTINEZ

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
JAVIER MARTINEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

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

Plaintiff,

vs.

SCHLAGE LOCK COMPANY, LLC, a
Delaware limited liability company, and DOES 1
through 100, inclusive,

Defendants.

Case No. CIVSB2218620

*[Assigned for all purposes to Hon. Joseph T. Ortiz,
Department S-17]*

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

Date: September 6, 2023
Time: 8:30 a.m.
Dept.: S-17

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I, JAVIER MARTINEZ, 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”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendant Schlage Lock Company, LLC (hereinafter referred to as “Schlage Lock” or “Defendant”) as an hourly, non-exempt employee from approximately 1999 through approximately September 2, 2020. I worked as a Shipping Coordinator. Also, during my employment with Schlage Lock, I, along with the other hourly, non-exempt employees, were required to follow Schlage Lock’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Schlage Lock, I was not paid for all my time worked. Specifically, Schlage Lock would keep track of my time worked and would unlawfully round/shave my work time. Additionally, as a result of COVID-19 pandemic, I was subjected to daily temperature checks and screening questionnaires but Schlage Lock did not compensate me for this time. As such, I do not believe I was compensated for all required minimum and overtime wages owed.

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 Schlage Lock, my meal breaks were often late, short and/or otherwise unlawful meal periods. I also was not required to track my meal breaks when I remained on the work premises and instead Schlage Lock automatically deducted thirty minutes from my work time irrespective of my actual meal break length. Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks as Schlage Lock did not authorize and permit me to take rest breaks due to the work demands and understanding. 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 wage statements nor was I paid all of my wages owed at the time of my separation of employment with Schlage Lock.

1 6. 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 April 18, 2023 and throughout the settlement
4 process.

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

13 8. I have been actively involved in this case since joining this lawsuit. Without revealing
14 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
15 numerous occasions. I estimate that I have spent approximately 6-9 hours meeting with my lawyers
16 concerning the case and my responsibilities as a class representative, which included, among other
17 things, gathering various employment and non-employment related documents for use in the lawsuit,
18 reviewing documents with my lawyers and answering their questions, answering follow up questions
19 and providing guidance regarding Schlage Lock's timekeeping, break schedules, COVID-19, and other
20 policies and procedures that Schlage Lock required me and the hourly employees to follow, and helping
21 develop a strategy as to what documents/information to obtain from Schlage Lock.

22 9. In connection with the settlement in this case, I spent over 1 hour reviewing the
23 settlement agreement and discussing the agreement and approval process with my attorneys. I made
24 sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted
25 to understand everything before I signed it.

26 10. As part of the proposed Settlement, I have also agreed to a full general release of claims
27 related to my employment with Schlage Lock that extends beyond the release of claims applicable to
28

1 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
2 known or unknown, under federal, state, or local law against Schlage Lock.

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

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

13 13. I understand that my attorneys will request that the Court award me Service Award of
14 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Award is not
15 contingent upon me supporting the proposed Settlement.

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

18 Executed on Apr 26, 2023, 2023 at _____, California.

19
20 *Javier Martinez*
Javier Martinez (Apr 26, 2023 13:07 PDT)

21 JAVIER MARTINEZ
22
23
24
25
26
27
28