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Attorneys for Plaintiff Susana Hernandez De Martinez, as an individual
and on behalf of all employees similarly situated

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

SUSANA HERNANDEZ DE MARTINEZ,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

FACILITY SERVICES PARTNERS, INC., a
California Corporation; and DOES 1 through
10, inclusive,

Defendants

Case No.: CVRI2304625

[Assigned for all purposes to Hon. Eric A Keen,
Dept. 6]

**DECLARATION OF SUSANA HERNANDEZ
DE MARTINEZ IN SUPPORT OF
PLAINTIFF'S MOTION FOR AN ORDER
APPROVING SETTLEMENT OF CLAIMS
BROUGHT PURSUANT TO THE PRIVATE
ATTORNEY GENERAL'S ACT OF 2004**

Reservation N: 353152327678

Date: June 24, 2024

Time: 8:30a.m.

Courtroom: Dept. 6

Judge: Hon. Eric A Keen

Action Filed: September 5, 2024

Trial Date: Not Set

1 **DECLARATION OF SUSANA HERNANDEZ DE MARTINEZ**

2

3 I, SUSANA HERNANDEZ DE MARTINEZ, declare as follows:

4 1. I am an individual over the age of 18 and am a named plaintiff in this matter against

5 Defendant FACILITY SERVICES PARTNERS, INC. ("Defendant"). This declaration is submitted in

6 support of approval of the Settlement Agreement reached in this case. I have personal knowledge of the

7 facts stated in this declaration and could testify competently to them if called upon to do so.

8 2. I worked for Defendant during the settlement period as an hourly-paid non-exempt

9 employee from September 14, 2021 to May 31, 2023. I was paid on hourly basis and classified as non-

10 exempt from overtime. Throughout my employment, I typically worked 5-6 days per workweek, and

11 typically in excess of 8 hours in a workday.

12 3. While working for Defendant, I did not receive all meal and rest periods. I was also

13 required to work off-the-clock without compensation. While working for Defendant, I had to use my

14 personal cellular phone for work purposes and was not reimbursed for that. Based on the above

15 violations, it is my understanding that I was not paid all wages at the termination of my employment with

16 Defendant, and that I was issued inaccurate wage statements.

17 4. I have been actively involved in this case since I first retained Tunyan Law, APC. I have

18 had many discussions with the attorneys at Tunyan Law, APC regarding Defendant's wage and hour

19 policies, my claims in this case, litigation strategy, potential witnesses, updates on how the case was

20 proceeding, and how I could help the case. For example, I remained in regular communication with my

21 attorneys regarding mediation discovery and settlement discussions that the parties had during the course

22 of litigation and mediation. I also provided information and documents to my attorneys to assist them in

23 preparing the case. I also spent time reviewing and discussing the Settlement Agreement as well as other

24 documents from my attorneys, and reviewing my own records for documents that would be potentially

25 relevant to the case. In total, I estimate that I have spent more than 25 hours of my time in connection

26 with this case since I first retained Tunyan Law, APC.

27 5. When I filed this lawsuit, I understood that this lawsuit could benefit my former co-

28 workers, other Defendant's employees, and the State of California by helping to recover civil penalties

1 on their behalf as a result of the alleged violations described above. I also understood that I was filing this
2 case as an "aggrieved employee" on behalf of myself and my fellow "aggrieved employees" as well as
3 the State of California.

4 6. As part of the proposed Settlement, I have also agreed to a full release of all known and
5 unknown claims related to my employment with Defendant that extends beyond the release of PAGA
6 claims applicable to other aggrieved employees.

7 7. I understand that my attorneys will request that the Court approve this settlement and
8 notify the court about the payment of \$10, 000.00 as a general release payment in addition to PAGA
9 Settlement amount for my full, general release of all claims against Defendant in lieu of litigating my
10 individual claims which extend beyond the claims that other employees release pursuant to the separate
11 individual settlement agreement I entered with Defendant conditioned upon approval of PAGA
12 settlement.

13 8. I am not related to anyone associated with Tunyan Law, APC and the selected
14 settlement administrator.

15
16 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
17 true and correct. Executed on 5/8/2024 | 12:06 PM, PDT, at Riverside, California.

18 DocuSigned by:

19 

20 **SUSANA HERNANDEZ DE MARTINEZ**

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **DECLARATION OF SUSANA HERNANDEZ DE MARTINEZ IN SUPPORT OF PLAINTIFF'S MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEY GENERAL'S ACT OF 2004** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

Attorneys for Defendant Facility Services Partners, Inc.

Signature