

1 Levon S. Yepremian (S.B. #327709)
2 levon@kjtlawrroup.com
3 Christopher A. Adams (S.B. #266440)
4 chris@kjtlawgroup.com
5 Vache A. Thomassian (S.B. #289053)
6 vache@kjtlawgroup.com
7 Caspar Jivalagian (S.B. #282818)
8 caspar@kjtlawgroup.com
9 **KJT LAW GROUP LLP**
10 230 N. Maryland Ave., Suite 306
11 Glendale, CA 91206
12 Telephone: 818.507.8525

13 Attorneys for Plaintiff Mirian Martinez

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES - TORRANCE COURTHOUSE**

16 **MIRIAN MARTINEZ**, individually and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 **HALLMARK AVIATION SERVICES, L.P.**, a
21 Corporation; and **DOES 1-20**, inclusive,

22 Defendants.

Case No.: 24STCV13453

[Assigned to Hon. Gary Y. Tanaka]
[Dept. M]

**DECLARATION OF MIRIAN MARTINEZ
SUPPORT OF PAGA SETTLEMENT
AGREEMENT**

Action Filed: May 29, 2024

Trial Date: None Set

DECLARATION OF MIRIAN MARTINEZ

I, Mirian Martinez, declare as follows:

1. I am the Representative Plaintiff in the above-captioned lawsuit. I have personal knowledge of all the facts stated herein. As such, I could and would competently testify to these facts in court, under oath, if requested to do so.

2. I worked for Defendant Hallmark Aviation Services, LP. ("Defendant") as a cleaner, a non-exempt, hourly position.

3. I suffered from various wage-and-hour abuses during my employment with Defendant. During my employment, I was often not provided the opportunity to take a timely, full thirty-minute meal breaks. Similarly, I was often not provided with rest breaks for every four hours I worked. I also worked a significant amount of time off-the-clock.

4. I was informed that if I were to file this matter as a representative action under the Private Attorneys General Act California Labor Code (Cal. Lab. Code §§ 2698, *et seq.*) ("PAGA"), I would not just be acting on behalf of myself, but also the State of California and all other non-exempt employees, whom also were subjected to these same wage-and-hour violations. I understood that any representative lawsuit could take several years to complete and would require my commitment and services throughout. I also understood that had I acted for myself alone, I may have had a speedier outcome had I proceeded with a claim through the California Labor Commissioner's office.

5. After I agreed to be a plaintiff and representative for other aggrieved employees, my attorneys asked me to gather information and documents in my possession related to my employment with Defendant. I was able to find some of these documents and provided them to my attorneys.

6. On May 29, 2024, my attorneys filed a representative action complaint in Los Angeles Superior Court on behalf of the State of California and all similarly aggrieved employees in California employed by Defendant. I am the representative for the State of California and these employees.

1 7. As representative for all aggrieved employees of Defendant, I was informed that I
2 could be held responsible for Defendant's legal costs if the case were to be lost, with a judgment for
3 legal fees and costs entered against me. Even though my attorneys indicated they would assume
4 responsibility for payment of any judgment taken against me, the judgment would still be filed in my
5 name and searchable through the various internet search vehicles, such as *Google* and court
6 databases.

7 8. In anticipation of having to answer questions asked by Defendant, my attorneys
8 asked me to provide answers to certain questions that they expected I would have to answer at some
9 point.

10 9. As the representative in this case, I was informed my deposition would likely be
11 taken, that preparation and the deposition itself could potentially take several days and that it may
12 likely be difficult while answering questions under oath — especially if it were videotaped. I started
13 thinking about the deposition and preparing myself for it early, so I'd be prepared and comfortable
14 when the date and time were set. My deposition was not taken, but I feel I would have been ready if
15 it had been.

16 10. In Addition, to facilitate a settlement of this matter, I prepared for the scheduled
17 mediation by further reviewing case documents and by answering questions from my attorneys about
18 my employment with Defendant. On the actual day of mediation, on October 4, 2024, I was
19 available for further questioning and for approval of any settlement. I believe that the insight I
20 provided was integral to obtaining a maximum recovery for the State of California and other
21 aggrieved employees.

22 11. As part of the agreement to settle the case, I was asked to and agreed to give a
23 general release of all claims that I had and could have against Defendant arising from my
24 employment.

25 12. I have taken my duties and responsibilities as a representative seriously by doing all
26 of those things mentioned above and staying in touch with my attorneys during this case.
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13. I believe this was a good settlement for the State of California and for other aggrieved employees. The State of California and the aggrieved employees are receiving money they would not have otherwise received if I had not filed this case and done all of this work. I take great pride in that, and fully support the settlement.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/4/2025, 2024 in Los Angeles County, California.

DocuSigned by:

Mirian Martinez

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MIRIAN MARTINEZ