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7 [Additional counsel on following page]

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SANTA BARBARA**

11 LEOPOLDO MARTINEZ-BRAVO,
12 individually and on behalf of others similarly
13 situated, and as an aggrieved employee and
Private Attorney General,

14 Plaintiff,

15 vs.

16 MIKE KELLEY CONSTRUCTION, INC., a
17 California corporation; BLAKE KELLEY, an
individual and DOES 1 through 50, inclusive,

18 Defendants.
19

20 ROBERTO RAMON JOYA ESTRADA AKA
21 ROBERTO R. FLORES CRUZ individually
22 and on behalf of all similarly situated
individuals

23 Plaintiff,

24 vs.

25 MIKE KELLEY CONSTRUCTION, INC., a
26 California corporation; BLAKE KELLEY, an
individual and DOES 1 through 100, inclusive,

27 Defendants.
28

Lead Case No. 24CV05385 (Martinez-
Bravo) Case No. 24CV05393
(Estrada)

[Cases consolidated on January 8,
2025]

[Assigned for all purposes to the
Honorable Thomas P. Anderle, Dept.
3]

**DECLARATION OF LEOPOLDO
MARTINEZ-BRAVO IN
SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS
ACTION AND PAGA
SETTLEMENT**

*[Notice of Motion and Motion,
Declarations of Elliot J. Siegel,
Xavier Villegas, Heather Davis,
Roberto Ramon Joya Estrada, and
Elizabeth Botero Bravo, and
[Proposed] Order filed concurrently]*

Hearing Date: June 24, 2026
Hearing Time: 10:00 a.m.
Dept.: 3

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16 *Attorneys for Plaintiff Roberto Ramon Joya Estrada and the Settlement Class*

DECLARATION OF LEOPOLDO MARTINEZ-BRAVO

I, Leopoldo Martinez-Bravo, declare as follows:

1. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. I am the Named Plaintiff in this action. On or around April 29, 2024, the Class Action Complaint entitled *Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.*, Case No. 24CV05385 (“Action”), was filed in Santa Barbara County Superior Court, on my behalf and on behalf of all persons who worked at least one 3.5-hour shift as a non-exempt direct-hire or agency employee in the State of California from the period four years prior to the filing of the Action and the date of trial (the “Class”).

3. On December 18, 2024, Plaintiff and Plaintiff Roberto Ramon Joya Estrada, and Defendants entered into a stipulation to consolidate Plaintiff Martinez’s Bravo Action and Plaintiff Joya Estrada’s Action (*Roberto Ramon Joya Estrada v. Mike Kelley Construction, Inc.*, Case No. 24CV05393) and to appoint the *Martinez-Bravo* Action the lead case. On January 8, 2025, the Court ordered the Actions consolidated. On January 14, 2025, Plaintiffs filed a Consolidated Class Action Complaint.

4. My experience during nearly 20 years of employment working for Defendants as a Construction Worker, generally full-time from 7:00 a.m. to 3:30 p.m., was substantially similar to that of Co-Class Representative Ramon Joya Estrada and our fellow Class Members, and we were all subject to the same policies, practices, and procedures complained of in this Action. Specifically, Defendant’s policies, practices, and procedures interfered with my ability to take meal periods and rest breaks or to be paid for all wages earned as these policies were noncompliant with California law.

5. I hired the law firm of King & Siegel, LLP and Law Office of Xavier Villegas, APC in order to obtain justice for myself and the entire Class for these illegal labor practices.

6. I understand that, as a Class Representative, I have a duty to look out for and protect the interests of the Class as a whole. I do not believe, nor do I have any reason to

1 believe, that my interests in this lawsuit are in conflict or in any way antagonistic to the
2 interests of those of my fellow Class Members.

3 7. Given the various defenses asserted by Defendants, the risk of losing class
4 certification or losing claims on the merits, the risk of not being awarded penalties, the
5 delay of any potential appeals, and the fact that Class Members have a need for payment
6 sooner rather than later, I believe, along with my counsel, that the Settlement obtained is
7 fair and reasonable to the members of the Class.

8 8. I spent approximately forty-eight (48) hours meeting with my attorneys, in
9 person and by phone, regarding this case and performing my responsibilities as a Named
10 Plaintiff. These responsibilities included: (1) gathering my employment documents (*e.g.*,
11 personnel records) to give my attorneys a better understanding of the policies, practices,
12 and procedures that I was exposed to; (2) reviewing documents with my attorneys and
13 answering any pertinent questions and inquiries; (3) providing the names and contact
14 information of potential putative aggrieved employees for my attorneys to locate and
15 interview; (4) providing guidance regarding other employees' duties and responsibilities;
16 (5) discussing my employment experience (and work environment); (6) reviewing the
17 operative complaints and Settlement Agreement; (7) looking over the written notices sent
18 to the California Labor and Workforce Development Agency and Defendant; (8) helping
19 my attorneys develop a strategy to obtain additional documents from Defendant and other
20 sources; (9) looking over the formal discovery requests before propounding them,
21 including the responses; and (10) preparing for and making myself available all day to
22 provide my input regarding the mediation and settlement negotiations. I have also
23 consulted with my attorneys and their staff to confirm that they have my most up-to-date
24 information, as well as any additional materials that I obtained.

25 9. I agreed to participate in this case with no guarantee of personal benefit and
26 I have not received any benefits, monetary or otherwise, from Defendant as a result of
27 prosecuting this class action.

1 10. This case also involved risks to me personally, such as the potential risk of
2 having to pay costs in the case if we lost and the risk of negative publicity by or to anyone
3 who opposed this case. This litigation was also lengthy. I have been involved in this case—
4 seeking to obtain a benefit for the Class—for nearly two years with no assurance that I
5 would recover any personal benefit.

6 11. Indeed, outside the incentive award and my share of the class recovery, I
7 have received no personal benefit for my work and I am not receiving any consideration
8 for my participation in this Settlement other than my requested service award and pro rata
9 share of the Settlement.

10 12. In the face of these risks, I pursued this case on behalf of the Class because I
11 believe in it, and I believe that we reached a successful resolution and settlement.

12 13. I was happy to learn that the case settled on behalf of the Settlement
13 Members for the amount of \$499,000.00. I believe this is a very positive result, and glad
14 that my efforts helped other employees to benefit and obtain vindication for the Labor
15 Code violations they suffered. By the zero number of objections and zero number of opt-
16 outs, it appears that the Class agrees with the value of the Settlement.

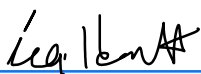
17 14. I understand that class representatives are further eligible to receive
18 compensation for their efforts as a Named Plaintiff in an action. I respectfully request that
19 the Court grant an enhancement award to me in the amount of \$15,000, in addition to my
20 pro rata share of the Settlement fund based on my work in securing the Settlement and the
21 benefit provided to the Class.

22 15. I am not currently, nor have I ever been, a named class representative in any
23 other case, pending or closed.

24 16. In addition to the claims that I brought on behalf of my fellow workers, I
25 brought individual claims against Defendants for discriminating against me for my
26 medical condition after I suffered an injury outside of work based on disability
27 discrimination, violation of the California Family Rights Act and Family Medical Leave
28 Act, age discrimination, failure to prevent discrimination, unlawful retaliation, and

1 wrongfully terminating me in retaliation for exercising my rights. However, as part of the
2 Settlement, I agreed to release all my claims against Defendants, including a Civil Code
3 section 1542 waiver. I believe that the release of these claims provides further justification
4 for my incentive award because of the mere fact that my release is broader than that of the
5 release being given by other Class Members.

6
7 I declare under penalty of perjury under the laws of the United States and the State
8 of California that the foregoing is true and correct. Executed on 30/05/26.

9
10
11 By: 
12 Leopoldo Martinez-Bravo (May 31, 2026 10:41:31 PDT)
13 Leopoldo Martinez-Bravo
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