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on behalf of herself, all others similarly situated,
and on behalf of the general public.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF KERN**

| | |
|---|---|
| MARIA MARTINEZ on behalf of herself, all others similarly situated, and on behalf of the general public,<br><br>Plaintiff,<br><br>vs.<br><br>TIM HOFER, INC.; ENVIRONMENT CONTROL CENTRAL CAL, INC.; and DOES 1-100,<br><br>Defendants. | Case No.: BCV-24-101779<br><br>**DECLARATION OF COLETTE MAHON, ESQ. IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** |

I, Colette Mahon, hereby declare under penalty of perjury as follows:

1. I am a member of the bar of the State of California and an attorney at Lawyers for Employee and Consumer Rights ("LFECR"). I make this declaration of personal, firsthand knowledge, and if called and sworn as a witness, I could and would testify competently thereto.
2. LFECR is a law firm dedicated to protecting the rights of employees in the workplace. We are dedicated to the prosecution of wage and hour and wrongful termination matters in state and federal courts, and before various arbitration tribunals.
3. My firm and I handle exclusively employee-side employment cases which involve violations of the California Labor Code and Industrial Welfare Commission Wage Orders, such as wage and hour class actions and cases alleging violations of the Private Attorneys General Act of 2004 ("PAGA").
4. LFECR is currently involved in litigation in over fifty (50) PAGA and class cases.
5. My firm has been granted class certification in both state and federal courts.
6. All services were performed by Plaintiff's Counsel on a contingent basis with no guarantee of any payment. Had the litigation continued, the Defendants would undoubtedly have mounted an aggressive defense. A defeat on the merits would have foreclosed the possibility of any renumeration for Plaintiff's Counsel's time and effort.

I hereby declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: October 8, 2026

By: */s/ Colette Mahon*
Colette Mahon, Esq.