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Attorneys for Plaintiff

ELECTRONICALLY

FILED

5/2/2025 3:33 PM

SAN LUIS OBISPO SUPERIOR COURT
BY 
Julie Sierra, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

JOSE GONZALEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CALIFORNIA CUSTOM POWER SPORTS,
INC., a California corporation; and DOES 1
through 100,

Defendants.

Case No.: 24CVP-0190

*[Assigned for all purposes to the Hon.
Michael C. Kelley, Paso Robles Dept. 2]*

**DECLARATION OF PLAINTIFF JOSE
GONZALEZ IN SUPPORT OF
APPROVAL OF CLASS ACTION
SETTLEMENT**

~~7-29-25~~

Date: ~~May 29, 2025~~

Time: 9:00 a.m.

Dept: P2, Paso Robles Branch

Action Filed: May 31, 2024

Trial Date: None Set

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I, Jose Gonzalez, declare as follows:

1. I am an individual over the age of 18 and am 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 worked for California Custom Power Sports, Inc. (“California Custom”) as a non-exempt “Lot Porter” from approximately October 2023 until approximately April 2024. During my employment with California Custom, I was subject to California Custom’s wage and hour policies that are at issue in this case.

3. While working for California Custom, I was subject to the company's timekeeping practices, which I believe resulted in me and other employees not being compensated for all hours actually worked. I was required to clock in and out using a system that recorded hours worked to the minute, but California Custom only paid me for my scheduled hours, resulting in underpayment of wages. I often did not receive a meal period until after the end of my fifth hour of work and my meal periods were often interrupted by work demands. I was also, due to understaffing and work demands, not allowed to take all of my off-duty rest periods. During my employment, I was also required to use my personal cell phone for communicating with other employees or for navigation on deliveries, but I was never compensated for these expenses by California Custom. As a result of these violations, it is my understanding that I was not paid all final wages owed to me by California Custom and was provided with inaccurate wage statements.

4. I have been actively involved in this case since I first retained Haines Law Group, APC (“HLG”) in 2024. Without waiving the attorney-client privilege, prior to filing this lawsuit, my attorneys explained my role and responsibilities as a Class Representative, and I understand my responsibilities as a Class Representative. Since retaining my attorneys, I have had many discussions with the attorneys and staff at HLG, including discussions regarding California Custom’s wage and hour practices and my claims in this case, potential witnesses, litigation strategy, updates on how the case was proceeding, the Settlement, and how I could help the case

1 and potential Class Members. I also gathered and reviewed documents for use in the lawsuit and
2 reviewed relevant documents with my attorneys. I estimate that I have spent at least 35-40 hours
3 on this case from the time I first spoke with my attorneys regarding this case until the present. I
4 also understand that as part of the Settlement, I have agreed to a general release of claims against
5 California Custom, which is broader than the release of claims agreed to by other Class Members.

6 5. When this lawsuit was filed, I understood that this lawsuit could benefit former
7 and current California Custom employees by helping to recover their unpaid wages, unpaid meal
8 period premiums, and other penalties. I knew there was a risk that I could be liable for California
9 Custom's costs if we lost the case. I accepted this risk because I wanted California Custom to pay
10 its current and former employees for their unpaid wages and penalties. Even though I understood
11 that filing a lawsuit is a public record, I accepted that burden in order to help former, current, and
12 future California Custom employees. As far as I am aware, I have no actual or potential conflicts
13 with any of the Settlement Class members.

14 6. I understand that my attorneys will request that the Court approve a service award
15 of \$10,000.00 for my efforts on behalf of the Settlement Class. I believe this amount is reasonable
16 based on the amount of time and effort I have devoted to this case and the risks I have undertaken
17 as a class representative, and my general release of claims, as described above. My support for
18 the Settlement is not contingent on me receiving this service payment.

19 I declare under penalty of perjury under the laws of the State of California and the United
20 States that the foregoing is true and correct. Executed on 04/18, 2025 in
21 Paso Robles, California.

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23 Jose Manuel Gonzalez (Apr 18, 2025 14:52 PDT)

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