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10 ATTORNEYS FOR
Objectors Richard MARTIN & Andre Bernstein

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13 **IN THE UNITED STATES DISTRICT COURT**
14 **FOR THE EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION**

15
16 ROBERT WESTFALL, individually and on
behalf of all others similarly situated;

17
18 Plaintiff,

19 v.

20 BALL METAL BEVERAGE CONTAINER
CORPORATION., a Colorado Corporation,
21 Does 1-20 inclusive.

22 Defendant.
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24
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Case No: 2:16-cv-02632-KJM-GGH
Hon. Hon. Dale A. Drozd

**DECLARATION OF RICHARD
MARTIN**

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DECLARATION

— **DECLARATION OF RICHARD MARTIN** —

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2 1. My name is Richard Martin. I am an Objector in this proceeding.

3 2. The statements herein are true and correct. Except as otherwise indicated, I make
4 this declaration based on personal knowledge.

5 3. When I was employed at Ball, my work schedule generally comprised of four (4)
6 consecutive twelve (12) hour workdays, followed by four (4) days off work.

7 4. The first eight hours of every day would be scheduled regular time, and the last four
8 hours would be paid as scheduled and mandatory overtime.

9 5. Employees were encouraged to volunteer for twelve-hour shifts for fifth and sixth
10 days as well. If insufficient employees volunteered, then employees would be assigned mandatory
11 overtime. Whether mandatory or voluntary, fifth days and sixth days on shifts were paid as straight
12 overtime for all twelve hours.

13 6. Seventh days, which were rarely authorized, would be paid as straight doubletime
14 for all twelve hours. Doubletime was not paid for hours worked between the eighth (8th) hour
15 through the twelfth (12th) hours for fifth-day or sixth-day shifts.

16 7. When I came to work at the commencement of my shift, I would need to pass
17 security at the front gate. Thereafter, I would park and walk to the location where I could first
18 swipe in for my shift. In my perception, practically all the other employees at the Fairfield plant
19 who were required to swipe-in their attendance needed to first pass the security gate, park, and
20 thereafter walk to the swipe-in location.

21 8. In my experience, shifts were often preceded, or followed by, informal “turnover
22 meetings.”

23 9. Defendant’s policies allowed employees to clock in early, as a “grace period.”
24 Given the significance of timely attendance under the attendance policy, it was commonplace to
25 clock in early.

26 10. Similarly, Defendant provided a grace period for late clock outs, wherein a clock out
27 within a certain number of minutes after one’s shift would be considered timely and not an
28 infraction.

11. However, Defendant allowed employees to perform work during those grace

1 periods.

2 12. Indeed, it was common practice to be instructed to discuss issues with one's station
3 with the employee whose shift was being relieved ("turnover meeting"). However, it was not
4 *possible* to have a turnover meeting if employees' work duties were consistent with their formal
5 clock ins/outs.

6 13. For instance, if I clocked in early under the grace period, I would often be told
7 "there's an issue with your station," and directed by my supervisor to discuss it with the employee
8 being relieved. That meeting would occur *prior* to the time when my clock formally started. Or, if
9 that meeting extended into the grace period for the relieved employee's clock out, then he was not
10 being paid.

11 14. In short, while turnover meetings were common, generally only one employee or the
12 other would be paid for the time spent on such discussions.

13 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that I have read
14 the foregoing declaration and the facts stated in it are true.

15 Dated: March 30, 2026

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18 Richard Martin

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