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Attorneys for Plaintiff Charles Rodriguez, on behalf
of himself and all others similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CHARLES RODRIGUEZ, individual, on
behalf of himself and all others similarly
situated

Plaintiff,

v.

U.S. BANK NATIONAL ASSOCIATION,
dba U.S. Bank; and DOES 1 through 100,
inclusive

Defendants.

Case No. BC617356

CLASS ACTION

Assigned to: Hon. Amy D. Hogue; Dept. 7

**DECLARATION OF CHARLES
RODRIGUEZ IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: March 9, 2022

Time: 11:00 a.m.

Dept.: 7

Action filed: April 15, 2016

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I, Charles Rodriguez, declare as follows:

1. I am an individual over 18 years of age. I have personal knowledge of the facts set
below and if called to testify I could and would do so competently.

2. I was a U.S. Bank National Association (“Defendant” or “U.S. Bank”) non-union, hourly, employee in California at In-Store or Metro retail bank branches from approximately March 2013 to approximately April 2015.

3. During my employment with U.S. Bank, I was instructed by my managers to remain on premises for rest periods, that is not to leave the retail branch premises. I understood I was instructed that when two employees were staffed at a location, the employees could not leave the premises for rest periods or lunch periods. I worked shifts where only two employees were staffed, me and one other employee.

4. During my employment with U.S. Bank, I was instructed to record that I had a lunch break on my manual entry timesheet when I actually had not taken a lunch and worked during that time. I also worked shifts where I checked the "Meal Election" box on my manual entry timesheet in order to take a late lunch for business needs without receiving a meal period premium for the untimely lunch. I am also aware that during my employment U.S. Bank paid me via an auto-pay system.

5. I am submitting this declaration in support of the motion for preliminary approval of a proposed settlement and conditional certification of this matter as a class action.

6. I initiated contact with The Myers Law Group, A.P.C. to discuss issues regarding my employment at U.S. Bank. I felt that I was not being paid properly for all my work and was not properly provided meal and rest periods. I was also concerned that U.S. Bank forced employees to use their vacation time prior to the end of the year. I was actively involved in this class action. Notably, I was personally deposed three (3) separate times on multiple occasions; responded to written discovery that included multiple supplemental responses; produced hundreds of pages of documents in response to discovery requests; flew to northern California to participate in mediation with Michael Loeb; and submitted a declaration in support of the class action.

1 of the motion for class certification. Further, I assisted in all aspects of this litigation, including
2 the early investigation period before the lawsuit was filed, providing areas of inquiry to my
3 attorneys, providing my attorneys with copies of my employment records and information, and
4 attending attorney meetings and multiple telephonic conferences.

5 7. I spoke to my lawyers and their staff on numerous occasions to educate my
6 attorneys about Defendant's policies and practices regarding rest periods, meal breaks,
7 timekeeping and vacation time practices. I communicated with my counsel regularly throughout
8 this litigation.

9 8. I understand that I am the named plaintiff and putative class representatives in the
10 action of *Charles Rodriguez v. US Bank National Association, dba US Bank*, Los Angeles
11 Superior Court, Case No: BC617356. In other words, I understand that I am responsible for
12 representing the interests of class members. That is, I understand that this action was brought on
13 behalf of other similarly situated hourly employees who worked for Defendant in the State of
14 California, and thus I am acting as a representative for the Class.

15 9. In agreeing to be a class representative, I was informed, and gladly agreed to
16 accept, my role as a class representative, including: agreeing to represent the interests of all
17 members of the class in the litigation to recover money damages; agreeing to represent all
18 persons similarly situated with respect to a common course of conduct or practice; that I have
19 claims that are typical of those of the class and do not have any claims that are antagonistic to the
20 class members; I believe that the case involves common issues that apply to all class members;
21 that I would always consider the interest of the class just as I would consider my own interests
22 and put the class interests first, agreed to and did actively participate in the lawsuit—as
23 necessary. Further, I agreed to, and did, respond to written discovery, and sit for a deposition
24 (multiple times). I recognize and accept that any resolution of the lawsuit is subject to court
25 approval and must be designed in the best interest of the class as a whole, and that I would/did
26 follow the progress of the lawsuit and did provide all relevant facts to the lawyers for the class. I
27 do believe that the settlement before this Court is in the best interest of the class.

28 10. As a class representative, I agreed to volunteer to represent or champion the

1 interests of many other current employees, former employees, and future employees, which I
2 believe have similar claims and injuries. I am not aware of any conflicts that exist between my
3 interest and the interests of the Class that would impair or affect my ability to serve as
4 representative for the Class. I understand my duties and responsibilities to the propose class and
5 will continue to carry out those duties as necessary.

6 11. Because of the importance of the case and the necessity that all class members
7 benefit from the lawsuit equally; the savings of time, money and effort should benefit all parties
8 and the court. I believe that class actions are an important tool to assure compliance with the law
9 even where an individual's losses may be relatively small.

10 12. I believe that the Joint Stipulation of Class and Representative Action Settlement
11 and Release in the gross amount of \$10,750,000.00 obtained on behalf of the class in this case is
12 excellent in view of the complex and varied issues involved with the case. Accordingly, I
13 strongly support the settlement in this matter. When I was contemplating settlement, I always
14 kept the best interests of the class in mind over my own and I was not willing to settle the matter
15 until I felt it was in the best interest of all class members.

16 13. After the second mediation for the *Rodriguez* case, in April 2021, my attorneys
17 provided me with a copy of the settlement agreement, which I completely and carefully
18 reviewed. I then signed the settlement agreement and gave it to my attorneys.

19 14. I have no claim that was antagonistic to the class. I accepted the potential risk of
20 being liable for the opposing parties' costs if this lawsuit was unsuccessful, I have accepted the
21 stigma of being a class representative in a class action labor dispute which potentially affected
22 my future employability.

23 15. Furthermore, it is my opinion that my \$20,000.00 request for my class
24 representative service award and general release is fair, reasonable, and adequate. I actively
25 pursued this case and these claims for over 6 years. I accepted the potential risk of being liable
26 for the opposing parties' costs if we were unsuccessful in this lawsuit. I will provide the court
27 with a detailed declaration at the time of Final Approval justifying the request. I do understand
28 that the service award, or amount, is not guaranteed and believe the requested amount is fair and

1 reasonable in light of my work experience and the fact that I am giving up my rights to sue U.S.
2 Bank as part of this settlement by signing a general release pursuant to Civil Code §1542.

3 16. While I truly believe that I was doing the right thing in pursuing this case, I do
4 believe that I have paid a price for the greater good of other employees, who will now obtain
5 concrete relief through the terms of the proposed settlement.

6 17. I gave written approval of the fee splitting agreement between The Myers Law
7 Group, APC; Diversity Law Group, P.C.; Polaris Law Group, LLP; and Davtyan Law Firm. I
8 support the attorneys' request for fees as I believe the combined fee request of one-third of
9 \$10,075,000 or the amount of \$3,583,333.33 is fair and reasonable. I believe that the
10 reimbursement of litigation costs not to exceed \$70,000.00, exclusive of Settlement
11 Administration Costs, is reasonable in light of the excellent work and favorable result my
12 attorneys achieved for the members of the class.

13 18. I have discussed the terms of the settlement with my attorneys, as well as
14 reviewed the settlement agreement, and based on the information provided, I believe the
15 settlement to be fair, adequate, and reasonable for the entire Class and me.

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

18 Dated: November 29, 2021

19 By: 
20 Charles Rodriguez

PROOF OF SERVICE

I am employed in the office of a member of the bar of this Court at whose direction this service was made. I am over the age of 18 and not a party to the within action; my business address is 9327 Fairway View Place, Ste. 100, Rancho Cucamonga, California 91730.

On November 29, 2021, I served the foregoing document described as **DECLARATION OF CHARLES RODRIGUEZ IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

Joan B. Tucker Fife
jfife@winston.com
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San Francisco, CA 94111
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Los Angeles, CA 90071
Attorneys for Plaintiff Ali Malik and Atefeh Yousefi
SERVICE BY EMAIL

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PROOF OF SERVICE

1 I am “readily familiar” with the firm’s practice of services of process. Under that
2 practice, this document would be deposited:

3 **(VIA E-SERVICE)** I caused the document(s) to be served by CASEANYWHERE
4 by transmitting a true and correct copy to CASEANYWHERE to serve the parties listed
5 above; and

6 **(BY EMAIL)** I caused the document(s) to be sent to the person(s) at the electronic
7 address(es) listed above.

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

10 Executed on November 29, 2021 at Rancho Cucamonga, California.

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12 _____
13 Yvonne Medina
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