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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ROBERT RODRIGUEZ, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

CITY NATIONAL BANK, business entity
form unknown; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 20STCV29761

[Assigned for all purposes to the Hon.
Malcolm Mackey, Department 55]

**DECLARATION OF ROBERT
RODRIGUEZ IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT**

Date: November 10, 2022
Time: 8:30 a.m.
Dept.: 55

Reservation No.: 936780749585

Complaint Filed: August 6, 2020
Trial Date: None

1 I, Robert Rodriguez declare as follows:

2 1. I am an individual over the age of 18. I am the named Plaintiff in the above-
3 referenced action. I have personal knowledge of the facts set forth below and if called to
4 testify I could and would do so competently.

5 2. I was employed by City National Bank ("Defendant" or "City National") as a
6 security guard from about October 2016 until on or about December 2019. I worked as an
7 hourly, non-exempt employee.

8 3. During my employment, I received incentive pay, including shift differential
9 wages. In workweeks where I earned overtime and shift differential pay, I believe that my
10 overtime rate did not incorporate the shift differential. Instead, I was paid overtime based
11 solely on my base hourly rate of pay.

12 4. During my employment, I regularly worked shifts of 3.5 hours or more per day.
13 It was my understanding that City National's policy required security guards to keep our two-
14 way radios/communication devices on and to respond to any calls that come through on such
15 devices. Consequently, I remained on-duty during my rest breaks.

16 5. On occasion, I received meal period premium pay. During workweeks where I
17 earned meal period premium pay and shift differential pay, I believe that the meal period
18 premium rate did not incorporate the shift differential. Instead, the meal period premium was
19 based solely on my base hourly rate of pay.

20 6. When sick pay was paid, it was paid at my base rate of pay and did not
21 incorporate additional compensation, including shift differential pay.

22 7. Concurrent with the payment of wages, I received a wage statement. Whenever
23 shift differential wages were paid, the corresponding wage statement did not identify the
24 applicable rate of pay and hours used to calculate such wages. Additionally, as a result of the
25 underpaid overtime wages and meal period premium, the net/gross wages earned shown on the
26 wage statements were inaccurate.

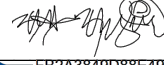
27 8. I have reviewed the Joint Stipulation of Settlement and Release ("Agreement" or
28 "Settlement") and discussed in detail the terms of the settlement with my attorneys. I am proud

1 of the result and accomplishment of this lawsuit. I feel that it is a positive accomplishment and
2 understand that other people will benefit because of the actions that I have taken.

3 9. I did not make the decision to file a representative action lightly. I was
4 concerned by the attention a publicly filed lawsuit, and especially a representative action,
5 would attract. My name would be associated with a lawsuit that I filed against my former
6 employer. I am mindful that prospective employers might find out that I sued City National,
7 and this could hurt my employability. Nevertheless, I felt that important rights were at stake
8 that impacted other employees, and something ought to be done about it.

9 10. I have spent a significant amount of time discussing this matter with my
10 attorneys on many occasions and explaining my understanding of the Defendant's company
11 practices. I met with my attorneys to discuss this case and the facts involved, responded to
12 questions, provided documents, and assisted in preparing for mediation.

13 Executed on this ⁰² day of June 2022, at Los Angeles, California.

14 DocuSigned by:
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17 Robert Rodriguez

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