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Attorneys for Plaintiff
GILBERTO RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

CARDINAL PAINT AND POWDER, INC., a
Nevada corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 20STCV14711

*[Assigned for all purposes to the Hon. Yvette M.
Palazuelos, SSC-9]*

**DECLARATION OF PLAINTIFF
GILBERTO RODRIGUEZ IN SUPPORT
OF MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 12, 2021
Time: 10:00 a.m.
Dept.: SSC-9

Action Filed: April 15, 2020
Trial Date: None

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I, GILBERTO RODRIGUEZ, declare as follows:

1. I am an individual over the age of 18 and 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 was employed by Defendants Cardinal Paint and Powder, Inc. and Cardinal Industrial Finishes (hereinafter referred to as “Cardinal” or “Defendants”) as an hourly, non-exempt employee from approximately 2011 through approximately March 25, 2021. During my employment with Defendants, I worked at Defendants’ manufacturing facility in City of Industry, California as a Machine Operator. Also, during my employment with Defendants, I, along with the other hourly, non-exempt employees, were required to follow Defendants’ wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Defendants, I was not paid for all my time worked. Specifically, Defendants would keep track of my time worked and would unlawfully round/shave my work time. Defendants' time-shaving and/or rounding practice was not even-handed over time and would almost always exclusively round and shave in Defendants' favor such that I would not be fully paid for all time worked. In addition, Defendants required me and other non-exempt employees to stand in a line in order to clock in, which resulted in me and other non-exempt employees having to wait approximately five to six minutes before being able to clock in for which we did not receive pay. As such, I do not believe I was compensated for all required minimum and overtime wages owed.

4. I also do not believe I received all meal and rest breaks to which I was entitled to. Specifically, Defendants' meal period policies/practices fail to require employees to record the start and stop time for meal periods. Despite Defendants' failure to keep any record of my meal periods, I believe that, at times during my employment with Defendants, Defendants automatically-deducted 30 minutes from my work time each shift for my meal breaks regardless whether I actually took a meal break. Also, when I worked shifts of over 10.0 hours, Defendants did not provide me with a second 30-minute meal break. Additionally, I believe I was not authorized and permitted to take all my legally required rest

breaks. Specifically, when I worked shifts of over 10.0 hours, Defendants' timekeeping policies did not allow me to take a 3rd rest break. Despite all of this, I was not paid meal period or rest period premiums.

5. Additionally, I, am informed and believe, and that basis state that Defendants paid me production bonuses based on the earnings of the company, but Defendants did not include the bonuses when calculating my regular rate of pay and did not pay me all overtime wages due. Because of all of the above issues at work, I do not believe I received accurate, itemized wage statements and I do not believe I was paid all final wages upon my separation of employment with Defendants.

6. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was needed, including the entire day of the mediation on March 25, 2021 and throughout the settlement process.

7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former co-workers and current employees of Defendants by helping them recover money owed to them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees would not have to take on. I also knew that there was a risk that I could be liable for Defendants' costs if we lost the case. I was also scared that it would be difficult for me to get a similar job in the future because other companies might not want to hire me if they knew I had filed a lawsuit against my former employer. Even though I understood that joining a lawsuit is a public record and could stigmatize me and may affect my future employability, I accepted that burden for the benefit of other employees of Defendants because I wanted Defendants to pay its current and former employees for all unpaid wages according to the law and face consequences for not doing so.

8. I was also afraid that future employers would be hesitant to hire me because Defendants are such a large manufacturing company in the coating industry. Since Defendants are such a well-known manufacturer that works with many large coating manufacturing companies, I am nervous that it will be very hard for me to find similar employment. This has been very stressful and overwhelming for me during the time of COVID and I still have not been able to find a job.

9. I have been actively involved in this case since joining this lawsuit. Without revealing and/or waiving attorney-client privileged communications, I have communicated with my attorneys on

1 numerous occasions. I estimate that I have spent over 15 hours meeting with my lawyers concerning
2 the case and my responsibilities as a class representative, which included, among other things, gathering
3 various employment and non-employment related documents for use in the lawsuit, reviewing
4 documents with my lawyers and answering their questions, answering follow up questions and
5 providing guidance regarding Defendants meal breaks, rest breaks, clocking in and clocking out, pay
6 stubs, and other policies and procedures that Defendants required me and the hourly employees to
7 follow, and helping develop a strategy as to what documents/information to obtain from Defendants.
8 Also, I routinely checked in with my attorneys and their staff to make sure I did not miss any important
9 updates in this case. In connection with the settlement in this case, I spent over 1.5 hours reviewing the
10 settlement agreement and discussing it with my attorneys. I made sure to ask my lawyers any questions
11 I had about the terms of the settlement agreement because I wanted to understand everything before I
12 signed it.

13 10. As part of the proposed Settlement, I have also agreed to a full general release of claims
14 related to my employment with Defendants that extends beyond the release of claims applicable to
15 members of the Class. I understand that this includes all claims, whether known or unknown, under
16 federal, state, or local law against Defendants.

17 11. I believe my claims are typical of the members of the Class because they were required
18 to follow the same policies and procedures I was required to follow when I worked for Defendants. I
19 believe Defendants' policies and procedures were the same for all hourly employees in California.
20 Since the same policies and procedures applies to myself and the other Class Members, I believe they
21 were not paid for all wages earned, did not receive all meal and rest periods, and did not receive all
22 final wages due. As far as I am aware, I have no conflicts with any of the other Class Members. I
23 understand that as the proposed class representative, I am responsible for representing the interests of
24 all members of the class in litigation to recover money damages for the Class and I consider the interests
25 of the Class and put the interests of the Class before my own interests.

26 12. I understand that my attorneys will request that the Court award me Service Award of
27 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Award is not
28 contingent upon me supporting the proposed Settlement.

1 I have reviewed this written statement and fully understand all of its contents. I declare under
2 penalty of perjury under the laws of the State of California that the foregoing is true and correct.
3 Executed on Jun 22, 2021 at Los Angeles, California.

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5 Gilberto Rodriguez (Jun 22, 2021 09:58 PDT)

6 GILBERTO RODRIGUEZ
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