

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Kristina Bui Carlson, Esq. [CSB No. 294924]
kristina@lmlfirm.com
LAUBY, MANKIN & LAUBY, LLP
4590 Allstate Drive
Riverside, CA 92501
Tel: (951) 320-1444 || Fax: (951) 320-1445

Mehrdad Bokhour, Esq., CA Bar No. 285256
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

Attorneys for Plaintiff and the Putative Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

EDUARDO AQUINO RODRIGUEZ,
individually, on a representative basis, and on
behalf of all others similarly situated;

Plaintiff,

v.

EAT SWEET FARMS, LLC, a California
Limited Liability Company; JDB PRO, INC.,
a California Corporation; and DOES 1
through 20, inclusive;

Defendants.

CASE NO.: 22CV00203

Assigned to the Hon. Patricia L. Kelly

**DECLARATION OF PLAINTIFF
EDUARDO AQUINO RODRIGUEZ IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Information:

Date:
Time:
Dept.:

DECLARATION OF EDUARDO AQUINO RODRIGUEZ

I, Eduardo Aquino Rodriguez, hereby declare:

1. The facts set forth herein are true to my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. I am the named Plaintiff in this action.

3. On or around January 18, 2022, the Class Action and PAGA Complaint entitled *Eduardo Aquino Rodriguez v. Eat Sweet Farms, LLC and JDB Pro, Inc.*, Case No. 22CV00203 was filed in the Superior Court of California, Santa Barbara County, on behalf all other current and former similarly situated non-exempt hourly employees in California

4. I was employed by Defendants *Eat Sweet Farms, LLC and JDB Pro, Inc.* ("Defendants") as a non-exempt hourly employee with the title of "General Worker" from approximately 2014 until my separation from employment in December 2021. and other non-exempt employees (including, but not limited to, general workers and all other non-exempt positions) were responsible for all aspects of Defendants' business in California. I was subjected to the same employment policies and practices that affected other similarly situated Defendants' employees in California.

5. As a non-exempt employee employed by Defendants, I was not paid for all minimum and overtime wages owed. I was also not authorized or permitted to take all my legally mandated rest periods and did not receive rest period premiums for missed or non-compliant rest periods. Likewise, I was not provided with all compliant meal periods or paid missed meal period premiums for non-compliant meal periods. I was not paid vacation time, I was also not issued accurate itemized wage statements, and I did not receive all of my wages due upon separation of my employment. I was also not reimbursed for all necessary business expenditures.

6. I understand that, as a Class Representative, I have a duty to look out for and protect the interest of the class members as a whole. I do not believe, nor do I have any reason to believe, that my interests in this lawsuit are in conflict or antagonistic to those of my fellow similarly situated employees. Given the defenses asserted by Defendants, I believe, along with my attorneys, that the settlement obtained is fair and reasonable to the putative class members.

1 7. As the named Plaintiff in this action, I provided invaluable assistance to my
2 attorneys and the putative class members in this case, including providing factual information,
3 wage and hour documentation, wage statements, my payroll records, and personnel file for the
4 allegations in the Class Claims Complaint and PAGA Letters. I also spent numerous hours on the
5 phone with my lawyers, including, preparing for mediation, and was available on the day of
6 mediation. I also participated in various phone calls with my lawyers to discuss litigation, facts,
7 witnesses, and settlement strategy and reviewed the settlement documents. My efforts were
8 instrumental in securing the favorable terms of the Settlement Agreement, which will provide
9 monetary compensation to the putative class members. I also agreed to participate in this case
10 without guaranteeing personal benefit.

11 8. This case also involved risks for me, such as the potential risk of having to pay
12 Defendants' costs if we lost. Disregarding these risks, I pursued this case on behalf of the putative
13 class members, aggrieved employees, and the State of California to a successful resolution and
14 settlement. Further, as part of the Settlement, I agree to a general release of all claims, which is
15 broader than the release of claims that the class members will agree to if they wish to participate
16 in the settlement.

17 9. I have not received and will not receive any benefits in connection with this action
18 other than my portion of the general settlement and requested service award.

19 10. I understand that based upon my industrious efforts as the named Plaintiff in this
20 action, I may be entitled to a Service Award. I respectfully request that the Court grant this award
21 to me in the amount of \$10,000 in addition to my pro rata share of the settlement fund.

22 11. In light of what I have done for the class and the hard work I put in, I believe that
23 the requested award is fully warranted and respectfully request that it be granted. Moreover, I
24 voluntarily undertook a great amount of risk by publishing my name and putting my time and
25 reputation on the line to represent the putative class members. Regardless of these risks, I put the
26 interests of the class before mine.

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct this 6/19/2024 at Santa barbara County, California.

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4 DocuSigned by:



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Plaintiff, Eduardo Aquino Rodriguez