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Attorneys for Plaintiff
ARTURO RODRIGUEZ

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

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

Plaintiff,

vs.

GREEN SET, INC., a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 21STCV30141

*[Assigned for all purposes to the Hon. Carolyn B.
Kuhl, SSC-12]*

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

Date: January 18, 2023
Time: 10:30 a.m.
Dept.: SSC-12

Action filed: August 16, 2021
Trial Date: None set

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I, ARTURO 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 Defendant Green Set, Inc. (hereinafter referred to as “Green Set” or “Defendant”) as an hourly, non-exempt employee from approximately October 10, 1997 through on or about January 25, 2010 and again from approximately September 3, 2013 through approximately March 16, 2020. I worked as a Maintenance Worker. Also, during my employment with Green Set, I, along with the other hourly, non-exempt employees, were required to follow Green Set’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Green Set, I was not paid for all my time worked because Green Set would keep track of my time worked and would unlawfully round/shave my work time. 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. Specifically, because of the work demands imposed by Green Set, my lunch was often late, short and/or not provided. Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks and I was not authorized and permitted to take a second rest break when I worked shifts over 6.0 hours. Despite all of this, I was not paid all of my meal period or rest period premiums.

5. 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 of my wages owed at the time of my separation of employment with Green Set.

6. I have worked closely with my lawyers on this case. Without revealing and/or waiving attorney-client privileged communications, 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 April 18, 2022 and throughout the settlement process.

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

11 8. I have been actively involved in this case since joining this lawsuit. Without revealing
12 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
13 numerous occasions. I estimate that I have spent approximately 10 hours meeting with my lawyers
14 concerning the case and my responsibilities as a class representative, which included, among other
15 things, gathering various employment and non-employment related documents for use in the lawsuit,
16 reviewing documents with my lawyers and answering their questions, answering follow up questions
17 and providing guidance regarding Green Set's meal breaks, rest breaks, clocking in and clocking out,
18 pay stubs, and other policies and procedures that Green Set required me and the hourly employees to
19 follow, and helping develop a strategy as to what documents/information to obtain from Green Set. In
20 connection with the settlement in this case, I spent over 1 hour reviewing the settlement agreement and
21 discussing it with my attorneys. I made sure to ask my lawyers any questions I had about the terms of
22 the settlement agreement because I wanted to understand everything before I signed it.

23 9. As part of the proposed Settlement, I have also agreed to a full general release of claims
24 related to my employment with Green Set that extends beyond the release of claims applicable to
25 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
26 known or unknown, under federal, state, or local law against Green Set.

27 10. I believe my claims are typical of the members of the Class because they were required
28 to follow the same policies and procedures I was required to follow when I worked for Green Set. I

1 believe Green Set's policies and procedures were the same for all hourly employees in California. Since
2 the same policies and procedures applies to myself and the other hourly, non-exempt employees, I
3 believe they were not paid for all wages earned, did not receive all meal and rest periods, did not receive
4 accurate wage statements, and were not paid all wages owed upon separation of employment.

5 11. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt
6 employees. I am not a named Plaintiff in any other class and/or representative action.

7 12. I understand that as the proposed class representative, I am responsible for representing
8 the interests of all members of the class in litigation to recover money damages for the Class and I
9 consider the interests of the Class and put the interests of the Class before my own interests.

10 13. I understand that my attorneys will request that the Court award me Service Award of
11 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Award is not
12 contingent upon me supporting the proposed Settlement.

13 I have reviewed this written statement and fully understand all of its contents. I declare under
14 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

15 Executed on 7-15-22, 2022 at San Fernando, CA.

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