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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE GONZALEZ, an individual; IGNAIN PEREZ, an individual; ANTONIO SERRANO, an individual; on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

ROTO-ROOTER SERVICES COMPANY, an Iowa corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 22STCV34334

[Assigned For All Purposes To The Hon. Stephanie Bowick, Dept. 19]

RESERVATION ID #898032856207

DECLARATION OF CLASS REPRESENTATIVE JOSE GONAZLEZ IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: September 12, 2023

Time: 8:30 a.m.

Dept: 19

1
2 I, JOSE GONZALEZ, declare as follows:

3 1. I am over the age of eighteen and am a Class Representative Plaintiff in the matter
4 *Gonzalez et al. v. Roto-Rooter Services Company*. The foregoing is based upon my personal
5 knowledge and, if called as a witness, I could and would competently testify thereto.

6 2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval
7 of Class Action and PAGA Settlement.

8 3. I was previously employed by Defendant Roto-Rooter Services Company
9 ("Roto-Rooter" or "Defendant") between 2019 and 2022 as a Service Technician. During my
10 time working for Roto-Rooter, I was subjected to the same wage and hour policies and practices
11 that are at issue in this case, including the Defendant's practice of failing to pay employees all
12 wages owed, failing to provide meal periods, failing to authorize and permit rest periods, failing
13 to provide accurate wage statements, failing to reimburse myself and other hourly employees for
14 tools and other expenses, failing to provide signed commission agreements, requiring unlawful
15 non-solicit and non-compete agreements, and related issues.

16 4. Since the beginning of this case, I have been closely involved in assisting my
17 attorneys with prosecuting this action, and have done so diligently and aggressively since I filed
18 the Complaint. Prior to getting involved in this case, I spoke with my attorneys for many hours
19 to understand the nature of the case, and shared with my attorneys the wage and hour violations
20 that I experienced over the years at Roto-Rooter. Before becoming involved in the case, I also
21 spent several hours acquainting myself with my duties and obligations as a class action and
22 PAGA representative, and my role in prosecuting this case against Roto-Rooter.

23 5. After I became involved in this case, I assisted my attorneys in reviewing and
24 understanding the numerous documents exchanged during informal discovery. I reviewed many
25 of Roto-Rooter's policy documents with my attorneys, and answered my attorneys' questions
26 relating to those documents. I was also able to connect my attorneys with other employees who
27 could support the claims being made in this case.
28

1 6. In April 2023, the parties agreed to go to Mediation, and I worked with my
2 attorneys to prepare for the Mediation. Because of a work conflict, I was unable to attend the
3 Mediation, but I monitored the proceedings and discussed the result of the Mediation with my
4 attorneys after its conclusion.

5 7. Since the date of the Mediation, I have communicated with my attorneys
6 regarding the settlement terms, and spent many hours reviewing the lengthy settlement
7 agreement, and ensuring that the settlement agreement is fair to all class members.

8 8. As detailed above, I actively participated in all stages of litigation and have been
9 continuously apprised of all aspects of this case. I believe that if not for my efforts and
10 persistence in this case, that the class members would have benefitted far less without my
11 involvement. I am an adequate representative of the hourly employees. My interests are the
12 same as the other hourly non-exempt employees, as Roto-Rooter uniformly failed to provide
13 compliant meal and rest periods and has failed to separately pay for rest periods even though I
14 and other service technicians were subject to commission plans. Additionally, Roto-Rooter
15 failed to provide legally compliant pay stubs to the entirety of the class. I received the same
16 uniform pay stubs as every other hourly non-exempt employee, and I believe that there are other
17 aspects with the paystubs that are confusing and make it difficult to accurately confirm if the
18 employees are paid correctly.

19 9. I have been diligent, and I believe I acted above and beyond that which was
20 expected of me as a Class Representative throughout all stages of the litigation, up to and
21 including the settlement of this Class Action. I have no claim that was antagonistic to the class. I
22 accepted the potential risk of being liable for the opposing parties' costs if we were unsuccessful
23 in this lawsuit. I have accepted the stigma of being a class representative in a class action labor
24 dispute which could affect my future employability.

25 10. I believe that the Class Action Settlement and PAGA representative settlement in
26 the gross amount of \$1,500,000.00 obtained on behalf of the class is excellent in view of the
27 complex and varied issues involved with the case. I took into consideration the strengths and
28 weaknesses of the various claims for all employees and along with my attorneys agreed to the

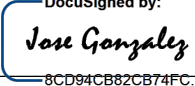
1 settlement. I was prepared to sit for trial, if necessary. I strongly support the settlement in this
2 matter. When I was contemplating settlement, I always kept the best interests of the class and
3 the aggrieved employees in mind over my own and I was not willing to settle the matter until I
4 felt it was in the best interest of all class members and aggrieved employees.

5 11. In addition to performing work on this matter, I assumed a substantial risk in
6 serving as a class representative if the Defendant prevailed in this case. My willingness to
7 assume the financial risk was and is significant. Although I was confident in the merits of this
8 lawsuit, I do not have any substantial savings and bringing this lawsuit was a serious
9 commitment on my behalf and exposed myself to considerable risk. My attorneys have advised
10 me that California law provides that the losing party must pay the prevailing party's costs. As
11 such, if the Defendant had prevailed in this case, I would have been subjected to a cost award in
12 the amount of tens of thousands of dollars. Notwithstanding these risks, I chose to serve in my
13 capacity as Class Representative and pursue all claims against Defendant.

14 12. Finally, I have signed a general release of all claims up through the date of final
15 approval of the settlement. This is also significant because I believe my termination was
16 wrongful in that I complied with all of Defendant's policies and procedures, but they singled me
17 out for termination nonetheless. Because of that, I may have been able to file and recover
18 additional sums based on how I was treated at Roto-Rooter. Nevertheless, I pursued this case to
19 stop Roto-Rooter's unlawful wage practices, and to right the wrongs that Roto-Rooter imposed
20 on myself and other non-exempt employees. As such, I believe that \$15,000 for my class
21 representative incentive award is fair and reasonable.

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

24 Executed on July 5, 2023, at whittier, California.

25 
26 Jose Gonzalez
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