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Attorneys for Plaintiff IGNAIN PEREZ, on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

Plaintiffs,

vs.

ROTO-ROOTER SERVICES COMPANY, an Iowa Corporation; and DOES 1 through 100, inclusive,

Defendants

CASE NO.: 22STCV34334

*Assigned for All Purposes to:
Hon. Stephanie M. Bowick, Dept. 19*

CLASS ACTION

**DECLARATION OF IGNAIN PEREZ IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: September 12, 2023
Time: 8:30 a.m.
Location: Dept. 19
Reservation ID: 898032856207

Action Filed: October 25, 2022

DECLARATION OF IGNAIN PEREZ

I, Ignain Perez, declare and state as follows:

1. I am over eighteen years old and unless context indicates otherwise, I have personal knowledge of the following facts and if called as a witness, I could and would testify competently to them. I am the named plaintiff and proposed class representative in the above-captioned action. I make this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

2. I was employed at Defendant Roto-Rooter Services Company ("Defendant") as service technician the period of time relevant to this Action. I was hired by for Defendant's predecessor entity in 2007, which was acquired by Defendant in 2020, for whom I worked and continue to work as a "service technician." Similar to all others in the same job title/position, my job responsibilities as a service technician encompassed a litany of specific and general plumbing contracting duties including pipe maintenance and replacement, service of general water lines, service of general water heating and cooling systems, preventive bathroom maintenance, and other duties. .

3. I allege that during my time working for Defendant Roto-Rooter Services Company, I have been subjected to the same wage and hour policies and practices that are at issue in this case, including the Defendant's practice of failing to pay employees all wages owed, failing to provide meal periods, failing to authorize and permit rest periods, failing to provide accurate wage statements, failing to reimburse myself and other hourly employees for tools and other expenses, failing to provide written commission plans, and related issues.

4. In particular, I allege that I was generally compensated on a commissions-only basis, but my rest periods and other non-productive time were entirely uncompensated. I was also not provided with a signed, written commission plan. I was also made to sign an unlawful non-solicitation and non-competition agreement. Therefore, I believe my claims to be typical of the claims of the Unpaid Wages, Labor Code §§ 432.5 and 2751, Business and Professions Code §§ 16600 and 17200, and Inaccurate Wage Statements subclasses.

5. I allege that approximately twice times per week I was not authorized or permitted

1 to take off-duty meal periods of at least 30 minutes in length during any shift in excess of five hours,
2 as I was often dispatched to a new customer during my meal period or engaged in repairs until after
3 my fifth hour of work. Therefore, I believe my claims to be typical of the claims of the meal period
4 subclass.

5 6. I allege that approximately two times per week, I was unable to take a rest period due
6 to the press of business and inability to pause work during complicated repairs, but was never paid
7 a rest period premium. As such, I believe my claims to typical of the rest period subclass.

8 7. I allege that during the course of my employment I have been required to spend
9 approximately \$3,000 of my own money on tools necessary for the completion of my job duties, but
10 have not been reimbursed for these expenses. Therefore, I believe my claims to be typical of the
11 claims of the Failure to Reimburse Business expenses subclass.

12 8. I provided my attorneys with a comprehensive history of my employment with
13 Defendant, as well as numerous documents relating to my employment with Defendant.

14 9. By filing my case, I agreed to pursue not only my potential wage and hour claims,
15 but the claims of all similarly situated employees, and if necessary, to put the interests of the class
16 ahead of my own. I also agreed to participate actively in my case and to assume the risks of serving
17 as a named Plaintiff. Therefore, I do not believe my interests to be antagonistic to the interests of
18 the class, and I believe myself to be an adequate class representative.

19 10. Throughout this litigation, I regularly conferred with my attorneys to discuss the
20 status of the case, to offer my input, and to assist my attorneys in gathering the evidence necessary
21 to prosecute the class claims. (Although the preservation of my attorney-client privilege requires
22 that I refrain from revealing the specifics of my communications with my attorneys, I understand
23 that the privilege is not waived by stating generally matters that I have discussed with my attorneys.)
24 During our many conversations, and partly in response to my numerous questions, my attorneys
25 kept me well informed about the phases of class action litigation, the strategies for prosecuting each
26 phase, and the risks associated with those strategies.

27 11. My counsels sought my consent prior to agreeing to a fee-split with Bartz Law
28 Group, APC, and informed me of the terms of the fee-split.

1 12. Following the filing of the complaint, I worked closely with my attorneys and
2 actively participated in the prosecution of my claims by, among other things, reviewing documents
3 and pleadings, providing information that assisted my attorneys. In particular, I participated in
4 multiple discussions with my attorneys regarding the job duties and daily activities of Service
5 Technicians, and other categories of employees within the putative class. I gave detailed
6 information about Defendant's timekeeping, schedule, and payroll practices, and I educated my
7 attorneys on the intricacies and details of Defendant's business and the standard workday of Class
8 Members.

9 13. I attended the entirety of the full-day mediation in this matter. Since the mediation I
10 remained on-call to assist my attorneys in finalizing the memorandum of understanding executed
11 that day, the subsequent long-form settlement stipulation, and the present motion. I have actively
12 reviewed the terms of the proposed settlement. My attorneys explained the specifics of how the
13 settlement would work, and I accepted the settlement only after I had spent enough time evaluating
14 the proposed outcome to assure that it was fair. Based on my attorneys' evaluation and
15 recommendation, and my own review, I believe the settlement of \$1,500,000.00 is fair and
16 reasonable and adequately compensates Class Members, and my support for the settlement is not
17 contingent upon my receipt of an incentive award.

18 14. In summary, over the course of this litigation I have spent a significant amount of
19 time conferring and working with my attorneys on the prosecution of my claims and evaluating the
20 settlement and related documents. I estimate that I have spent approximately sixteen (16) hours of
21 my time assisting and providing information to my attorneys in the prosecution of this lawsuit,
22 participating in the mediation, and in evaluating the settlement and related documents.

23 15. By agreeing to bring my case, I formally accepted the responsibilities of representing
24 the interests of all class members and bear the risk of being associated with an employment lawsuit
25 in the public record. I also agreed to provide Defendants with a general release of claims arising
26 out of my employment. I believe this to be a significant sacrifice, as it also entailed waiving claims
27 regarding unpaid commissions which were not common to the class but which I believe totaled
28 approximately \$20,000. As such, believe that \$15,000 for my class representative incentive award

1 is fair and reasonable.

2 I declare under penalty of perjury under the laws of the State of California that all the
3 foregoing is true and correct.

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5 Executed on July 5, 2023 in Los Angeles, California.

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By:


Ignain Perez (Jul 6, 2023 08:45 PDT)

Ignain Perez

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Perez Decl

Final Audit Report

2023-07-06

Created:	2023-07-06
By:	Leslie Navarrete (leslie@barklawfirm.com)
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"Perez Decl" History

-  Document created by Leslie Navarrete (leslie@barklawfirm.com)
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