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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 ANTONIO SERRANO 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 I, ANTONIO SERRANO, declare as follows:

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

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

7 3. I was previously employed by Defendant Roto-Rooter Services Company
8 ("Roto-Rooter" or "Defendant") between 2021 and 2022 as a Service Technician. During my
9 time working for Roto-Rooter, I was subjected to the same wage and hour policies and practices
10 that are at issue in this case, including the Defendant's practice of failing to pay employees all
11 wages owed, failing to provide meal periods, failing to authorize and permit rest periods, failing
12 to provide accurate wage statements, failing to reimburse myself and other hourly employees for
13 tools and other expenses, failing to provide signed commission agreements, requiring unlawful
14 non-solicit and non-compete agreements, and related issues.

15 4. Since the beginning of this case, I have worked with my attorneys to brief them
16 on the wage and hour violations that I believe Defendant committed. Prior to becoming
17 involved in this case, I spoke with my attorneys regarding this case, and shared with them the
18 wage and hour violations that I experienced over the years at Roto-Rooter. Before becoming
19 involved in the case, I also spent time acquainting myself with my duties and obligations as a
20 class action representative, and my role in prosecuting this case against Roto-Rooter.

21 5. I have provided my attorneys with my payroll and personnel documents, and I
22 assisted my attorneys in reviewing and understanding those and other documents related to Roto-
23 Rooter's wage and hour policies. I was also able to connect my attorneys with other employees
24 who could support the claims being made in this case.

25 6. Before this case was settled, I communicated with my attorneys regarding the
26 settlement terms, and spent many hours reviewing the lengthy settlement agreement, and
27 ensuring that the settlement agreement is fair to all class members.

1 7. Since becoming involved in this case, I have actively participated in it and
2 ensured that I fought for the interests of other non-exempt employees on behalf of which this
3 case was filed. I believe that I am an adequate representative of the hourly employees because
4 my interests are the same as the other hourly non-exempt employees, because Roto-Rooter
5 uniformly failed to provide compliant meal and rest periods and has failed to separately pay for
6 rest periods even though I and other service technicians were subject to commission plans.
7 Additionally, Roto-Rooter failed to provide legally compliant pay stubs to the entirety of the
8 class. I received the same uniform pay stubs as every other hourly non-exempt employee, and I
9 believe that there are other aspects with the paystubs that are confusing and make it difficult to
10 accurately confirm if the employees are paid correctly.

11 8. I believe that the Class Action Settlement and PAGA representative settlement in
12 the gross amount of \$1,500,000.00 obtained on behalf of the class is excellent in view of the
13 complex and varied issues involved with the case. I took into consideration the strengths and
14 weaknesses of the various claims for all employees and along with my attorneys agreed to the
15 settlement. I was prepared to sit for trial, if necessary. I strongly support the settlement in this
16 matter. When I was contemplating settlement, I always kept the best interests of the class and
17 the aggrieved employees in mind over my own and I was not willing to settle the matter until I
18 felt it was in the best interest of all class members and aggrieved employees.

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

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

DocuSigned by:

Antonio Serrano 2467F578B9044A6...