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8 Attorneys for Salvador Anthony Rodriguez Jr,
9 individually and on behalf of all others similarly situated

10 **IN THE SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF BUTTE**

12 SALVADOR ANTHONY RODRIGUEZ JR,
13 individually and on behalf of all others similarly
14 situated,

15 Plaintiff,

16 v.

17 RGIS, LLC AND WIS IVS, LLC; and DOES 1
18 through 100,

19 Defendants.

Case No. 23CV01731

20 **DECLARATION OF PLAINTIFF**
21 **SALVADOR ANTHONY RODRIGUEZ**
22 **JR IN SUPPORT OF PLAINTIFF'S**
23 **MOTION FOR PRELIMINARY**
24 **APPROVAL OF SETTLEMENT**

25 **DECLARATION OF SALVADOR ANTHONY RODRIGUEZ JR**

26 I, Salvador Anthony Rodriguez Jr, declare as follows:

27 I am the named plaintiff and class representative in this action against RGIS, LLC and WIS
28 IVS, LLC ("Defendants"). I worked for Defendants as a non-exempt employee in the position of
inventory specialist from approximately October 2022 to May 14, 2023.

During my employment, I personally experienced the Labor Code violations alleged in this
lawsuit. These violations included not being fully compensated for all hours worked, particularly
during travel time to job sites; not receiving proper meal and rest breaks; not being reimbursed for
work-related expenses like gas for personal vehicle use and cell phone use; not receiving accurate
itemized wage statements; and not being paid all wages due upon termination.

1 I believe the proposed settlement of \$2,400,000 is fair, reasonable, and adequate. The
2 settlement provides substantial monetary relief to class members and addresses all of the Labor
3 Code violations alleged in the lawsuit. It was reached after extensive negotiations with the help of
4 an experienced employment law mediator.

5 I support my attorneys' request for fees as I believe the fee request of 33 1/3% of the gross
6 settlement amount of \$2,400,000 or \$800,000, to be fair and reasonable in light of the hours spent
7 litigating my case.

8 I also believe that the attorneys' cost request of not to exceed \$30,000, exclusive of Settlement
9 Administration Costs, is reasonable in light of the excellent work and favorable result my attorneys
10 achieved for the members of the class. I believe that the attorneys' costs incurred to date from the
11 lawyers retained to represent me and the class are reasonable and have been necessarily incurred and
12 paid to prosecute this action and achieve this excellent result, including the costs of the mediator.

13 I understand my obligations as the class representative, which include representing the
14 interests of all class members fairly and adequately, putting the interests of the class above my own
15 personal interests, actively participating in the litigation process, staying informed about the
16 progress of the case, and assisting my attorneys in providing information and evidence to support
17 the claims.

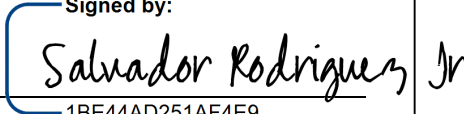
18 I have spent over 20 hours working with my attorneys at Frontier Law Center to litigate this
19 case. This time has included providing detailed information about my employment experiences,
20 participating in multiple phone interviews to discuss the case, reviewing and approving the
21 complaints filed in this action, and discussing settlement negotiations and terms.

22 I am an adequate representative of the class members in this case, and I have no claim that
23 was antagonistic to the class. I believe that I am adequate to represent all class members in the
24 claims that are being certified on a conditional basis as a result of the settlement. My interests are
25 the same as the other hourly employees, as all employees in the class were subject to the same
26 policies and procedures at issue in the suit. I also believe my attorneys are adequate to represent the
27 class. I have always been prepared and willing to remain a class representative through trial in this
28 matter, if necessary.

As part of this class settlement and in exchange for the \$10,000 class representative enhancement, I am signing a general release. I accepted the potential risk of being liable for the opposing party's costs if we were unsuccessful in this lawsuit. I have accepted the stigma of being a class representative in a class action labor dispute which could affect my future employability with other employers in the same industry. Accordingly, I do believe that a \$10,000 enhancement is reasonable and fair.

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

Executed on September 27, 2024, California.

Signed by:

 1BE44AD251AF4E9...
 Salvador Anthony Rodriguez Jr