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Attorneys for Plaintiffs, RICK PEREZ and SAM TORRES,
individually and on behalf of others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

RICK PEREZ and SAM TORRES,
individually and on behalf of others similarly
situated,

Plaintiffs,

vs.

ROSENBALM ROCKERY, INC., and DOES
1 through 25, inclusive,

Defendants.

Case No.: 24CECG00952
[Consolidated with Case No. 24CECG01868]

Honorable Lisa M. Gamoian
Department 403

**DECLARATION OF PLAINTIFF
RICK PEREZ IN SUPPORT OF
RENEWED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: May 19, 2026
Time: 3:27 p.m.
Dept: 403

Complaint Filed: March 4, 2024
Trial Date: Not Set

1 **DECLARATION OF RICK PEREZ**

2 I, Rick Perez, declare and state as follows:

3 1. I am over the age of eighteen (18) and a resident of the State of California. I am one
4 of the named plaintiffs in the above-captioned case. I have personal knowledge of the facts and
5 statements set forth in this declaration, and if called upon to testify, I could and would competently
6 testify thereto.

7 2. I was employed by Defendant Rosenbalm Rockery, Inc (“Defendant”) as an hourly-
8 paid, non-exempt Dispatcher, Customer Service Attendant, and Yard Assistant from approximately
9 September 2007 to approximately June 2022. My duties included, among other things, responding to
10 calls and orders, creating schedules for drivers, preparing paperwork, creating invoices, dispatching
11 directions and maps to the team, handling procurement for yards, and keeping inventory for the
12 Madera and Fresno facilities.

13 3. Because I thought the practices at Defendant may not be lawful, I decided to seek legal
14 advice about my work experiences at Defendant and about filing a lawsuit to obtain relief for my
15 grievances. I contacted Blackstone Law, APC and spoke with their attorneys. I wanted to take steps
16 to make sure Defendant was held accountable for not properly compensating its employees for all
17 hours worked and for non-compliant meal and rest breaks. After speaking with the attorneys, I also
18 investigated class and representative action lawsuits on my own. Thereafter, I further consulted with
19 the attorneys at Blackstone Law, APC about my situation, class actions, and what it meant to bring a
20 class action so that I understood what I was considering doing.

21 4. During my employment with Defendant, I regularly worked alongside and interacted
22 with other hourly-paid, non-exempt employees at both the Fresno and Madera facilities. Although our
23 specific job titles differed, it is my understanding that we were all subject to the same written
24 employment policies and procedures. These common policies and practices, not individualized
25 circumstances, drove the violations I and my co-workers experienced. Specifically, I and the other
26 employees regularly experienced working off-the-clock, including receiving time-sensitive work-
27 related phone calls prior to clocking in for our shifts. Additionally, I and the other employees
28 frequently experienced late, missed, and/or interrupted meal and rest periods resulting from a

1 company-wide practice of understaffing. For example, it became a regular practice for management
2 to interrupt our meal periods or have us take late meal periods to address customer needs. Similarly,
3 due to the understaffing, our rest breaks were also regularly interrupted by work-related tasks. Also,
4 the other employees and I uniformly incurred unreimbursed business expenses, including personal cell
5 phone use for GPS navigation, the Verizon Connect app, and customer and employee
6 communications, and the purchase steel-toed boots.

7 5. Based on my direct observations and interactions with my co-workers throughout my
8 approximately fifteen years of employment with Defendant, I am aware the labor code violations I
9 experienced were not unique to me or my particular job title(s). I am aware that other employees
10 experienced the same kinds of violations and I believe they resulted from Defendant's common
11 practices and policies applied to its hourly workforce. My experience as a Dispatcher, Customer
12 Service Attendant, and Yard Assistant - roles that required me to interact with and observe employees
13 across departments and at multiple facilities - gave me direct knowledge that these violations were the
14 product of Defendant's company-wide practices rather than any individualized circumstance specific
15 to me. My claims are therefore not only consistent with, but representative of, the claims of the Class.

16 6. I have regularly conferred with my attorneys regarding the case as part of my
17 responsibilities as a class representative. This process included searching for and providing documents
18 concerning my employment with Defendant, answering any questions my attorneys had about the
19 documents, providing information regarding the company's practices and the duties of other hourly-
20 paid and/or non-exempt employees, and helping my attorneys develop a strategy as to what additional
21 documents and information they could seek to obtain from Defendant.

22 7. I routinely checked in with my attorneys and their staff to make sure that they had all
23 of my most current information and any additional information that I had obtained. I made myself
24 available to answer any questions my attorneys had about Defendant's practices and treatment of its
25 employees whenever they needed me. I responded to them as quickly as possible and gave them as
26 much information as I could.

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1 8. I understood that in the event this matter did not settle and proceeded with trial, I would
2 need to be in court to participate in the trial. I was ready to perform that role, as well as fulfill any
3 responsibilities that are necessary for this lawsuit.

4 9. I know that I took a sizeable risk by bringing and pursuing this lawsuit for several
5 reasons. First, I understood that if I lost, I would potentially have to pay the costs in the lawsuit. I
6 also understood there was a risk of losing any job and/or income due to the time that I would have to
7 spend fulfilling my responsibilities in this matter, including having to attend the trial, if needed. Most
8 importantly, I believe that by pursuing this case, I have taken a significant risk because future
9 employers can easily find out that I sued my prior employer, and that may negatively impact my ability
10 to find employment within this industry – and even outside of it – in the future. In contrast, the other
11 employees who will be receiving money from this lawsuit did not have to file a claim or take the risk
12 that I took in bringing this action.

13 10. I reviewed the settlement agreement, discussed the settlement agreement with my
14 attorneys, and asked them questions before signing it. I additionally reviewed the amendment to the
15 settlement agreement.

16 11. I believe that I have done everything that my attorneys have asked of me and tried, to
17 the best of my ability, to seek relief for the Class. I have spent approximately 45-50 hours participating
18 in this case as described above. I believe my efforts helped get the result obtained in this case.

19 12. I understand that any resolution of this lawsuit on a class wide basis is subject to court
20 approval, and any settlement must be designed in the best interest of the Class as a whole. At all times
21 throughout the course of this litigation I have considered the interests of the Class and put them before
22 my own personal interests.

23 13. I understand that incentive or enhancement awards are discretionary and intended to
24 compensate named plaintiffs for: the quality and quantity of the work done on behalf of the class and
25 other employees, the financial and/or reputational risk undertaken in bringing the class action, and an
26 acknowledgment of the benefits resulting from the representative's actions. I believe my work in this
27 matter is meritorious on these points for the reasons set forth above.

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14. I respectfully request that the Court approve and award me an Enhancement Payment in the amount of \$4,000.00 for my efforts and active participation in the case and for the broader, general release of all claims that I have or may have against Defendant in connection with the settlement. Taking into consideration the time that I dedicated to this case, I believe that this amount is reasonable.

15. I am not related to anyone associated with Blackstone Law, APC.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 04/22/2026, at Fresno, California.

R. Lepm

Rick Perez