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(Additional Plaintiff's Counsel listed on next page)

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

Luis Franco, individually, on behalf of himself
and all other similarly situated employees,

Plaintiff,

vs.

The Goodyear Tire and Rubber Company, an
Ohio corporation, and Does 1-5

Defendants.

CASE NO.: 22CV393403

Consolidated with:

Esraelian Case No.: 21STCV44620 and
Rodas Case No.: 21STCV28702

**DECLARATION OF LUIS FRANCO IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: February 1, 2023
Time: 1:30 p.m.

ARIN ESRAELIAN, as an individual, and on
behalf of all similarly situated employees,

Plaintiff,

v.

THE GOODYEAR TIRE & RUBBER
COMPANY, and DOES 1-50, inclusive,

Defendants.

DANIEL RODAS, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

THE GOODYEAR TIRE & RUBBER
COMPANY, an Ohio corporation; and DOES 1
through 50, inclusive,

Defendants

Department: 3
Judge:

Hon. Patricia M. Lucas

I, Luis Franco, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named Plaintiff in this matter. If sworn as a witness, I could competently testify to each and every fact set forth herein from my own personal knowledge.

2. I worked for Defendant The Goodyear Tire & Rubber Company ("Defendant") as a service advisor from 2009 through October 2, 2021 ("Employment Period") at two service centers located at 486 N Winchester Blvd, San Jose, California and 3146 Stevens Creek Blvd, San Jose, California. For services provided, I was paid hourly compensation ranging from \$16 to \$19 plus a nondiscretionary bonus, known as SPIFF.

3. During the Employment Period, I regularly worked more than five hours per workday. However, often, I was not provided with an opportunity to take one uninterrupted 30-minute

1 “off-duty” meal break during the first five hours of work. Defendant did not have sufficient staff
2 available to relieve me of my duties while sufficiently maintaining its operations. Similarly, I
3 was regularly required to work more than four hours without being provided an off-duty rest
4 period during the first four hours of work. Defendant routinely failed to provide coverage which
5 would allow me an opportunity to take timely, uninterrupted, and complete off-duty rest period..

6 4. In addition, I believe that on the days when I missed my meal and rest periods, Defendant
7 paid my meal and rest break premiums at a lower unlawful rate. Specifically, the rate paid for my
8 premiums was my base hourly rate and not my regular rate of pay or regular rate of
9 compensation, which should have included the non-discretionary SPIFF bonuses.

10 5. Also, I was required and did use my personal cell phone to perform work for Defendant,
11 for which I was not reimbursed.

12 6. As a result of the above, I allege that I was not paid all wages owed which resulted in
13 inaccurate wage statements.

14 7. In this lawsuit, I seek to represent a group of individuals who worked and continue to
15 work for Defendant as hourly employees in California during the past four years.

16 8. I believe I am similarly situated with the other employees and the potential class members
17 as we were not paid proper wages, did not receive meal or rest periods, were not reimbursed
18 for work-related expenses, and did not receive legally compliant wage statements. As a result of
19 these unlawful practices, all employees, including myself, have been similarly damaged in that we
20 have not received our compensation.

21 9. In connection with this case, I have met and spoken with my attorney Alexei Kuchinsky,
22 both before and after the filing of the Complaint, reviewing my work experiences with him, and
23 learning about and accepting my responsibilities as a class representative. I feel I can be a good
24 representative of others who have worked for Defendant during the past four years.

25 10. My main concern is that all employees be treated fairly, and we all collect unpaid wages
26 and statutory penalties. I personally have no conflict of interest with any other employees who
27 worked with me and who still work for Defendant. My interest in this action is not adverse to the
28 interests of any other employees who used to work or who still work for Defendant. In fact, my

1 interest is the same because all other employees and I were denied unpaid wages under California
2 and federal laws.

3 11. As a class representative, I understand that I am acting as a representative of all unnamed
4 class members and that, as such a representative, I owe a duty of good faith to the unnamed class
5 members and I will not act just in my own self-interest. I agree that I will not put my own
6 interests ahead of that of the Class, and that I will not settle out my claims separately or
7 independently from the Class.

8 12. My interest in prosecuting the lawsuit is to secure compensation for all of the members of
9 the class for the Defendants' failure to comply with the labor laws. I have not been promised any
10 special monetary reward or treatment for acting as a class representative. I have no interest
11 adverse to the members of the class as a whole and I believe that my individual claims are typical
12 of the claims of the members of the class as a whole.

13 13. I intend to continue to take an active part in the litigation, to continue to participate in
14 settlement procedures. I understand that my fiduciary obligations to the class will continue until
15 all trial and/or settlement procedures are concluded and the funds from judgment and/or
16 settlement are distributed to the class members. I am committed to vigorously prosecuting this
17 case as a class action.

18 14. I have discussed the terms of the settlement with my attorneys, and based on the
19 information provided, I believe the class settlement is fair, adequate and reasonable for myself
20 and for the entire Class.

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

23 Executed on 12/03/2022, in San Jose, California.

24
25 

26 _____
Luis Franco