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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

[Assigned for all purposes to the Hon. Patricia M.
Lucas, Dept. 3]

**DECLARATION OF DANIEL RODAS IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 1, 2023

Time: 1:30 P.M.

Dept.: 3

Complaint Filed: January 18, 2022

FAC Filed: November 2, 2022

Trial Date: None Set

DECLARATION OF DANIEL RODAS

I, Daniel Rodas, declare as follows:

1. I am an individual over the age of 18. I am a plaintiff in the above-referenced action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I worked for Defendant The Goodyear Tire & Rubber Company (“Defendant”) as a Maintenance Technician and later, a Customer Advisor, from about January 2020 to May 2021. I worked as an hourly, non-exempt employee.

3. Throughout my employment with Defendant, I regularly worked shifts where I was not provided a meal break, took late meal breaks, and/or had my meal breaks interrupted. I also did not receive rest breaks during my shifts since there was no one to relieve me of work. I did not receive premium pay for every missed, late, or interrupted meal and rest break. On occasions when I received premium pay, the premium pay was paid at my base rate of pay rather than the correct, higher regular rate of pay.

4. More specifically, during my employment with Defendant I regularly earned non-discretionary pay such as incentive pay and “SPIFF” pay. During pay periods when I earned non-discretionary pay and received premium pay for missed or late breaks in the same workweek, the non-discretionary pay should have been combined with my base hourly rate of pay.

5. Similarly, during periods when I worked overtime hours and earned non-discretionary pay in the same workweek, the overtime wages were paid at my base rate of pay rather than the higher regular rate of pay.

6. Due to the underpayment/nonpayment of premium pay and overtime wages, the wage statements I received did not reflect accurate hourly rates of pay and gross and net wages earned. Moreover, certain wages I earned were identified as “Details Not Displayed.”

7. In addition to the above, I was not reimbursed for work-related expenses during my employment.

8. I have yet to receive all wages owed to me, including the underpaid/unpaid

1 premium pay and overtime wages.

2 9. I understood that there were risks due to my involvement as a named plaintiff in a
3 class action lawsuit against a large corporation. I also knew that my name would be associated
4 with this lawsuit. Understanding these risks, I was willing to move forward and bring this case
5 on behalf of other employees who I believed were treated similarly to me. I was willing to
6 pursue what I believed was right even though I was nervous about the possible negative
7 consequences.

8 10. Since I first met with my attorneys, I have kept aware of the status of the lawsuit
9 and provided my attorneys with documents and information used by them in the litigation. I
10 have spent significant time and effort pursuing my claims and the claims of the other employees.
11 I spent hours in meetings and on the phone discussing the facts of my case with my attorneys and
12 discussing the facts related to my work with Defendant, including discussing my job duties and
13 responsibilities, my job position, the hours and days I worked, and how I was compensated.

14 11. I also spent time looking for documents related to my claims against Defendant
15 and sent them to my attorneys. I spent additional time on telephone calls with my attorneys
16 reviewing and discussing the documents I provided.

17 12. Further, my attorneys provided with me copies of the claim letter to the Labor and
18 Workforce Development Agency and the complaints prior to filing.

19 13. I understand that Defendant agreed to mediate my claims against it, as well as the
20 claims of other employees and that a settlement was ultimately reached. I believe the amount
21 being paid through the settlement is a fair resolution of the case, especially as I understood the
22 time and risks involved if I had to proceed to trial.

23 14. I have no conflicts of interest with my co-plaintiffs or with other current and
24 former employees represented in this case.

25 15. As part of the settlement, I agreed to provide Defendant with a complete release
26 of all claims. This is an additional release that other class members do not have to provide.

27 16. I am committed to this case and will continue to make myself available as needed
28 in the settlement process.

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

3 Executed on this 12/1/2022 day of December 2022, at City, California.

4 DocuSigned by:
5 
6 7B1C8259B55345C...
7 Daniel Rodas