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Attorneys for Plaintiff PEDRO RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

PEDRO RODRIGUEZ, on behalf of himself
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

R.M. PARKS, INC., a Corporation; and DOES
1 through 30, Inclusive,

Defendants.

Case No. STK-CV-UOE-2021-6050

**DECLARATION OF PEDRO RODRIGUEZ
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: June 7, 2023

Time: 9:00 AM

Judge: Hon. Erin Guy Castillo

Dept.: 10B

1 I, PEDRO RODRIGUEZ, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion
4 for Final Approval of Class Action and PAGA Settlement and in support of Plaintiff's Motion for Class
5 Counsel Award and Class Representative Service Award. I have personal knowledge of all the facts
6 stated herein. I could and would competently testify under oath to these facts in court if requested to do
7 so.

8 2. I retained Class Counsel in November of 2020 and filed the lawsuit in July of 2021. I
9 filed the case on behalf of myself and a class of truck drivers who are or previously were employed by
10 Defendant and performed work in California during the time period between July 7, 2017, and August
11 26, 2022.

12 3. I work for Defendant as an hourly, non-exempt petroleum products driver in California
13 from September of 2020 to October of 2020.

14 4. I filed the case because I believed my rights as an employee were violated by Defendant
15 and also the rights of other employees that worked for Defendant. Among other claims, I believe
16 Defendant failed to provide compliant meal and rest periods, failed to pay for all hours worked, and
17 failed to reimburse mandatory business expenses.

18 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with
19 my attorneys. We discussed my work experience and how company policies were applied to me and
20 other employees. I provided the attorneys with documents they requested. We reviewed the documents
21 together and asked and answered many questions regarding my experience working for Defendant, the
22 litigation process, and about class actions generally.

23 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
24 and as proposed a Class Representative. I understood that pursuing this action as a class action rather
25 than merely seeking my individual claims substantially increased the risk to me. Those risks included
26 the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action if
27 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
28 the attorneys and the Court because I needed to prove that I was an adequate class representative.

1 Further, I understood that I would lose some autonomy over my individual claims that I could not make
2 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
3 of the Settlement Class in mind.

4 7. I also understood that pursuing this litigation created a very public record of my grievances
5 with Defendant which produced the risk that a future employer could hold it against me that I sued a
6 former employer.

7 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
8 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
9 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
10 claims may be greater than my ultimate recovery from the net class settlement amount.

11 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
12 I believed violations occurred and most employees would not know what their rights are and even if
13 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

14 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
15 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
16 because I wanted to keep up with developments in the case which I understood was one of my duties as
17 a class representative.

18 11. **Review and Approval of Settlement:** A mediation was held on June 27, 2022. Even
19 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
20 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
21 with my attorneys after the mediation and discussed the mediator's proposal which was ultimately
22 accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. I
23 reviewed and signed the Memorandum of Understanding on June 27, 2022, and when the settlement
24 papers were ready, I again spoke with my attorneys and reviewed the settlement agreement which I
25 signed on September 21, 2022.

26 12. **Broad General Release:** I understand that the Class Representative Service Award is
27 intended, in part, to compensate me for my release of the Released Class Claims. Additionally, unlike
28 the other Class Members, I also granted Defendant a broad general release and waiver of claims pursuant

1 to California Civil Code section 1542 and released Defendant from any and all claims, whether known
2 or unknown, which exist or may exist on her behalf as of the date of this Agreement, including but not
3 limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability
4 claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims,
5 emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit
6 claims, and any and all claims arising under any federal, state or other governmental statute, law,
7 regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards
8 Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other
9 state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment
10 Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964,
11 the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical
12 Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section
13 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law,
14 regulation or ordinance.

15 13. **Participation:** Since I retained Class Counsel approximately thirty months ago, I have
16 been actively involved with this class action lawsuit performing the duties described above. While I did
17 not keep formal time records, I was in regular contact with my attorneys, attended hearings, reviewed
18 important court filings, and spent considerable time on the issues presented during the litigation and in
19 the settlement process. I estimate that I spent approximately 25-30 hours working on this case.

20 14. Also, my attorneys explained to me that the settlement process involved a two-step review
21 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
22 and paid. I knew this process also involved notifying all class members of the settlement terms and of
23 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
24 settlement.

25 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
26 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
27 that the requested Class Representative Service Award in the amount of \$7,500 from the settlement is
28

1 fair compensation for the (1) the broad general release I executed, (2) the work I performed, (3) the
2 sacrifices made not pursuing this case individually, and (4) the risks I undertook.

3 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
4 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendant's
5 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
6 for \$7,500 as a service award is fair and reasonable.

7 17. Further, I support my attorneys' application for a Class Counsel Award in the amount of
8 \$73,333.33, comprised of \$58,333.33 for attorneys' fees (one-third of the Total Settlement Amount) and
9 up to \$15,000 for reimbursement of actually incurred litigation expenses.

10 I declare under penalty of perjury under the laws of the State of California that the foregoing is
11 true and correct. Executed on May 11, 2023, at Lemoore (Location/City), California.

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13 By: 
14 Pedro Rodriguez (May 11, 2023 16:49 PDT)
15 PEDRO RODRIGUEZ
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