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Attorneys for Plaintiff RIGOBERTO ROJAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

RIGOBERTO ROJAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

WEINGART CENTER ASSOCIATION, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 22STCV21995

**DECLARATION OF RIGOBERTO ROJAS
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: September 12, 2025

Time: 10:00 a.m.

Judge: Hon. Elihu M. Berle

Dept.: 6

1 I, RIGOBERTO ROJAS, 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 Motion for Class Counsel
5 Fees and Expenses Payment and Class Representative Service Payment. I have personal knowledge of
6 all the facts stated herein. I could and would competently testify under oath to these facts in court if
7 requested to do so.

8 2. I retained Class Counsel in April of 2022 and filed the lawsuit in July of 2022.

9 3. I worked for Defendant as a non-exempt employee, paid on an hourly basis, and entitled
10 to legally mandated meal and rest periods, minimum wages, and overtime compensation, in California,
11 from approximately June 2015 to approximately July of 2021.

12 4. I filed the case because I believed my rights as an employee were violated by Defendant
13 and also the rights of other employees that worked for Defendant. Among other claims, I believe
14 Defendant failed to pay for all time worked, failed to provide compliant meal and rest periods and
15 association premiums, failed to furnish accurate itemized wage statements, failed to reimburse necessary
16 business expenses, and failed to pay all wages timely during employment and upon separation.

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

22 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
23 and as a proposed Class Representative. I understood that pursuing this action as a class action rather
24 than merely seeking my individual claims substantially increased the risk to me. Those risks included
25 the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action if
26 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
27 the attorneys and the Court because I needed to prove that I was an adequate class representative.
28 Further, I understood that I would lose some autonomy over my individual claims that I could not make

1 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
2 of the Settlement Class in mind.

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

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

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

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

17 11. **Review and Approval of Settlement:** A mediation was held on April 23, 2024. Even
18 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
19 them regarding the mediation before it took place. I also spoke with my attorneys after the mediation
20 and later, once the Parties ultimately reached a settlement. I was very satisfied with the terms of the
21 settlement that was agreed to by the Parties. I reviewed and signed the Memorandum of Understanding
22 on July 24, 2024, and when the settlement papers were ready, I again spoke with my attorneys and
23 reviewed the settlement agreement which I signed on December 23, 2024.

24 12. **Broad General Release:** I understand that the Class Representative Service Payment is
25 intended, in part, to compensate me for my release of the Released Class Claims. Additionally, unlike
26 the other Class Members, I also granted Defendant a broad general release and waiver of claims pursuant
27 to California Civil Code section 1542 and released Defendant from all claims whether known or
28 unknown, under federal law or state law.

