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SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF SAN JOAQUIN**

RODRIGO LOPEZ ROJAS and
ENRIQUE GUZMAN OROZCO,
individually, and on behalf of other
members of the general public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California
Private Attorneys General Act;

Plaintiffs,

vs.

HALE CONSTRUCTION, INC., a
California corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. STK-CV-UOE-2022-0003667

Consolidated with Case No. STK-CV-UOE-2023-0008042

Assigned to Hon. Robert T. Waters

**DECLARATION OF RODRIGO LOPEZ
ROJAS IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

DECLARATION OF RODRIGO LOPEZ ROJAS

I, Rodrigo Lopez Rojas, hereby declare as follows:

I am over 18 years of age and a resident of California. I am one of the named Plaintiffs in the above-captioned consolidated action, and a proposed representative for the Settlement Class and Aggrieved Employees. I have personal knowledge of the facts and statements set forth in this declaration, and if called upon to testify, I could and would competently testify thereto. I make this declaration in support of Plaintiffs' Motion for Preliminary Approval of the Class Action and PAGA Settlement.

1. I was employed by Defendant Hale Construction, Inc. ("Hale Construction") as an hourly-paid, non-exempt construction employee from approximately May 14, 2018 to approximately September 23, 2021. My job duties included, among other things, arriving at jobsites to load and prepare tools, equipment, and materials, operating construction machinery and equipment, and performing general construction labor under the direction of Hale Construction's supervisors and foremen. During my employment, I had concerns about Hale Construction's wage and hour practices, including unpaid pre-shift/post-shift work, meal or rest period issues, and unreimbursed equipment costs. I spent approximately fifty-six (56) hours researching California employment law and looking for an employment law firm to help me and my coworkers. I eventually spoke with Christopher P. Brandes at Brock & Gonzales, LLP for approximately two (2) hour(s) about my experiences at Hale Construction, the applicable California laws, and what to expect during a potential case. Based on that conversation, I decided to retain Brock & Gonzales, LLP to help me pursue this action on behalf of the other current and former Hale Construction employees whom I believed were not being paid all wages owed to them.

2. After retaining Brock & Gonzales, LLP, I spent approximately twenty (20) hours discussing the details of my experiences working at Hale Construction, the legal theories involved in a potential lawsuit, how a class and PAGA action works, and what my responsibilities would be as a named Plaintiff and proposed Class Representative.

3. After the lawsuit was filed, I estimate that I spent at least another twenty-five (25)

1 hours communicating with my attorneys over the course of the litigation. I regularly contacted
2 my attorneys to receive updates on the case and to provide additional information as I recalled it,
3 and I made myself available to answer calls, texts, and emails, and to attend meetings with my
4 attorneys. I answered my attorneys' questions about Hale Construction's policies and practices to
5 the best of my ability, and did my best to find out the answers I did not already know. I thought
6 carefully about my time at Hale Construction and provided information about other employees,
7 including their job duties, schedules, and the wage and hour practices that I believe affected all
8 hourly-paid construction employees, as well as what I personally observed my coworkers
9 experience on the job. I spent at least thirty (30) hours on my own gathering documents and
10 information to provide to my attorneys concerning my employment and Hale Construction's
11 practices.

12 4. I made myself available to my attorneys throughout the mediation process that led
13 to this Settlement—including on July 4, 2024, February 10, 2025, and October 16, 2025—and
14 spent approximately thirty (30) hour(s) beforehand discussing with my attorneys what a potential
15 settlement would entail. After the Parties reached an agreement in principle, I spent approximately
16 three (3) hours reviewing the proposed Settlement Agreement and discussing the terms of the
17 Settlement Agreement with my attorneys, before agreeing that the Settlement was fair, adequate,
18 and reasonable and should be presented to the Court for approval.

19 5. I answered all of my attorneys' questions as well as I could, provided them with
20 all of the relevant information and documents I could gather, and did everything else that my
21 attorneys asked of me in connection with this case. I believe I did everything I could to obtain a
22 fair result for the Settlement Class and Aggrieved Employees, and I believe that my efforts helped
23 to achieve the result reflected in the proposed Settlement.

24 6. Throughout this case, I have not sought any special or individual benefit from the
25 lawsuit beyond what is available to other Class Members and Aggrieved Employees, aside from
26 the Class Representative Service Payment discussed below. Rather, I pursued this action because
27 I believed Hale Construction's employees, including myself, were not being paid all wages legally
28 owed to them, and I wanted to hold Hale Construction accountable. I believe I have fulfilled my

responsibilities as a proposed Class Representative to the best of my ability, and I will continue to do so through the conclusion of this case.

7. The proposed Settlement provides for a Class Representative Service Payment of up to \$10,000 to me, in addition to whatever I may separately receive as a Participating Class Member and, if applicable, as an Aggrieved Employee. I respectfully submit that this amount is fair and reasonable in light of the time described above that I dedicated to this case over more than four years, the risk I took in bringing claims against my former employer in my own name, and the result achieved for the Settlement Class and Aggrieved Employees. I intend to seek final approval of this Class Representative Service Payment through a properly noticed motion, supported by appropriate documentation, at the Final Approval Hearing.

8. In addition to the instant action, I also filed separate individual lawsuit, including for alleged violations of the Fair Employment and Housing Act ("FEHA"), against Defendant for (1) disability discrimination; (2) failure to accommodate; (3) failure to engage in the interactive process; (4) Retaliation; (5) failure to prevent violation of the FEHA; (6) violation of labor code sections 98.6 and 1102.5; and (7) wrongful termination in violation of public policy. That action was filed in this Court and assigned case number STK-CV-UWT-2023-2159. The July 4, 2024 mediation with Henry Bongiovi, listed above, was a joint mediation that included my individual case. Following that mediation, I came to a resolution to settle my individual action against Defendant while maintaining my role and duties as class representative. On December 20, 2024, I filed a request for Dismissal in this Court. The consideration paid to resolve my individual settlement had no bearing on the instant action, did not affect my ability to serve as class representative, and did not affect negotiations in the instant action.

9. I am not related to anyone associated with Brock & Gonzales, LLP or E&L, LLP.

10. I have not entered into any undisclosed agreements, and I have not received and will not receive any undisclosed compensation, in connection with this case or the proposed Settlement.

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on July 20, 2026, at Stockton, California.

3 Rodrigo Lopez
4 Rodrigo Lopez rojas (Jul 20, 2026 17:03:42 PDT)
5 Rodrigo Lopez Rojas
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