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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 JOSEPH D. PARSONS  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA SETTLEMENT**

Date: October 28, 2026 / November 3, 2026 /  
November 4, 2026 / November 5, 2026 /  
November 11, 2026

Time: 9:00 a.m.

Dept: 11B

Complaint Filed: May 11, 2022

SAC Filed: June 22, 2026

Trial Date: September 28, 2026

**DECLARATION OF JOSEPH D. PARSONS**

I, Joseph D. Parsons, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California and an attorney at Brock & Gonzales, LLP, one of two law firms serving as Class Counsel of record for Plaintiffs Rodrigo Lopez Rojas and Enrique Guzman Orozco ("Plaintiffs"), together with E&L, LLP. Unless indicated otherwise, I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them. I make this declaration in support of Plaintiffs' Motion for Preliminary Approval of the Class Action and PAGA Settlement.

**BRIEF OVERVIEW OF THE LITIGATION AND SETTLEMENT NEGOTIATIONS**

2. Defendant Hale Construction, Inc. ("Defendant") is a California corporation that performs construction work at jobsites throughout the State of California, including in San Joaquin County. Defendant employed Plaintiff Rodrigo Lopez Rojas as an hourly-paid, non-exempt employee from approximately May 14, 2018 to approximately September 23, 2021, and employed Plaintiff Enrique Guzman Orozco as an hourly-paid, non-exempt employee from approximately June 2020 to approximately January 12, 2022. Both Plaintiffs' job duties included, without limitation, 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 Defendant's supervisors and foremen.

3. Plaintiff Lopez Rojas filed this wage and hour class action on May 11, 2022. The Complaint alleged that Defendant violated the following sections of the California Labor Code<sup>1</sup> and Business and Professions Code: (1) sections 1194 and 1197 (failure to pay wages for all hours worked at the legal minimum wage rate); (2) sections 510, 1194, and 1198 (failure to pay proper overtime wages for daily overtime worked); (3) sections 512 and 226.7 (failure to authorize or permit meal periods); (4) section 226.7 (failure to authorize or permit rest periods); (5) section 2802 (failure to indemnify employees for employment-related losses and expenditures); (6) section 204 (failure to timely pay earned wages during employment); (7) sections 201, 202, and

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<sup>1</sup> Unless indicated otherwise, further statutory references are to the California Labor Code.

203 (failure to timely pay all earned wages and final paychecks due at separation of employment); (8) section 226 (failure to provide complete and accurate wage statements); and (9) California Business & Professions Code section 17200, *et seq.* (unfair business practices) based on the preceding.

4. On February 7, 2023, Plaintiff Lopez Rojas filed a First Amended Complaint adding a cause of action, and incorporating damages and civil penalties, under the Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, *et. seq.* On July 28, 2023, Plaintiff Guzman Orozco filed a wage and hour class action against Defendant, alleging substantially similar Labor Code and Business and Professions Code violations. On May 13, 2026, the Court granted the Parties’ stipulation to consolidate the two actions, and on June 22, 2026, Plaintiffs filed the operative Second Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act (the “SAC”) in the consolidated action.

5. There were three mediations in this matter. First, on July 3, 2024, the Parties participated in a full-day mediation with Henry Bongiovi, Esq., an experienced mediator of wage and hour actions. The Parties were unable to resolve the matter at that time. On February 10, 2025, the Parties attended a second mediation session with Hon. Amy D. Hogue (Ret.), and again were unable to reach a resolution. On October 16, 2025, the Parties participated in a half-day mediation, again presided over by Mr. Bongiovi, which ultimately led to a negotiated resolution of the Actions. At all times, the Parties’ negotiations were adversarial and non-collusive. The Settlement therefore constitutes a fair, adequate, and reasonable compromise of the claims at issue. The terms of the settlement are now set forth in complete and final form in the Class Action and PAGA Settlement Agreement, attached as Exhibit 1.

6. As set forth in the accompanying proof of service, the LWDA has been served with this motion and the Settlement Agreement.

7. It is my opinion that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue. This opinion is informed by my experience litigating and settling wage and hour actions, and my firm’s thorough investigation into the factual and legal issues implicated by Plaintiffs’ claims and Defendant’s defenses.

1           8.       Prior to filing the action, Plaintiffs contacted Plaintiffs' Counsel to discuss the  
2 factual bases for pursuing an action against Defendant for Labor Code violations. Plaintiffs were  
3 intimately familiar with Defendant's labor policies and practices, and over the course of multiple  
4 interviews, knowledgeably summarized those policies and practices to Plaintiffs' Counsel.  
5 During those interviews, they explained how the policies and practices were instituted, and  
6 provided valuable insight into how they gave rise to the alleged Labor Code violations. Based on  
7 these interviews with Plaintiffs, Plaintiffs' Counsel determined that there were legally sufficient  
8 grounds for pursuing an action against Defendant. And in preparation for drafting the complaints,  
9 Plaintiffs' Counsel conducted their own preliminary investigation into the factual bases for  
10 Plaintiffs' claims, which entailed, inter alia, a careful examination of Plaintiffs' employment  
11 records.

12           9.       In response to Plaintiffs' informal discovery requests, Plaintiffs' Counsel received  
13 a considerable amount of documents, including Defendant's time and pay records, as well as its  
14 employee handbook, policies, procedures, manuals, job descriptions, and employee roster.  
15 Defendant's document production was essential to evaluating the veracity of Plaintiffs'  
16 allegations, potential defenses, and violation frequency. This document exchange allowed  
17 Plaintiffs' Counsel to fully assess the nature and magnitude of the claims being settled, as well as  
18 the impediments to recovery, and ultimately enabled Plaintiffs' Counsel to make an independent  
19 assessment of the reasonableness of the settlement's terms.

20           10.     In summary, Plaintiffs' Counsel performed a thorough investigation into the  
21 claims at issue, which included: (1) determining Plaintiffs' suitability as class representatives  
22 through interviews, background investigations, and analyses of their employment files and related  
23 records; (2) evaluating all of Plaintiffs' potential representative claims; (3) researching similar  
24 wage and hour class actions as to the claims brought, the nature of the positions, and the type of  
25 employer; (4) analyzing a sample of Class Members' time and pay records; (5) reviewing  
26 Defendant's California labor policies and procedures manuals; (6) researching settlements in  
27 similar cases; (7) evaluating Plaintiffs' claims and estimating Defendant's liability for purposes  
28 of settlement; (8) retaining a forensic accountant to analyze Defendant's financial condition and

1 ability to fund a settlement; (9) drafting mediation briefs; and (10) participating in three separate  
2 mediation sessions.

3 11. By engaging in such a thorough investigation and evaluation of Plaintiffs' claims,  
4 Plaintiffs' Counsel can opine that the Settlement, for the consideration and on the terms set forth  
5 in the Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of Class  
6 Members in light of all known facts and circumstances, including the risk of significant delay and  
7 uncertainty associated with litigation, Defendant's disputed financial condition, and various  
8 defenses asserted by Defendant.

9 **THE CONSIDERATION PROVIDED FOR THE CLASS CLAIMS IS FAIR AND REASONABLE IN**  
10 **LIGHT OF THE AMOUNT IN CONTROVERSY DISCOUNTED BY THE RISKS OF CONTINUED**  
11 **LITIGATION**

12 12. In seeking approval, a settling party must provide sufficient information to "enable  
13 the court to make an independent assessment of the adequacy of the settlement terms." *Kullar v.*  
14 *Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 131-32 (2008). Settling parties are not, however,  
15 required to partake in a hypothetical accounting exercise: "Kullar does not . . . require any such  
16 explicit statement of [maximum] value; it requires a record which allows 'an understanding of  
17 the amount that is in controversy and the realistic range of outcomes of the litigation.'" *Munoz v.*  
18 *BCI Coca-Cola Bottling Co.*, 186 Cal. App. 4th 399, 409-10 (2010) (quoting *Kullar*, 168 Cal.  
19 App. 4th at 120 (emphasis added)). Overall, "the most important factor" in determining "whether  
20 a settlement is fair and reasonable" is the "strength of the case for plaintiffs on the merits, balanced  
21 against the amount offered in the settlement." *Id.* at 409 n.6 (quoting *Kullar*, 168 Cal. App. 4th at  
22 130). As explained in detail below, the Gross Settlement Amount is within the range of  
23 reasonableness in light of the nature and magnitude of the claims being settled and the various  
24 potential impediments to recovery.

25 ///

26 ///

27 ///

| Defendant's Combined Exposure for the Class and PAGA Claims         |                        |
|---------------------------------------------------------------------|------------------------|
| Claim                                                               | Damages/Penalties      |
| Meal Periods <sup>2</sup>                                           | \$2,967,496.00         |
| Rest Periods <sup>3</sup>                                           | \$7,418,740.00         |
| Off-the-Clock Work (Unpaid Overtime and Minimum Wages) <sup>4</sup> | \$927,342.50           |
| Business Expenses <sup>5</sup>                                      | \$609,091.95           |
| Waiting Time Penalties <sup>6</sup>                                 | \$1,370,880.00         |
| Wage Statement Penalties <sup>7</sup>                               | \$1,372,000.00         |
| PAGA Penalties <sup>8</sup>                                         | \$3,063,900.00         |
| <b>TOTAL</b>                                                        | <b>\$17,729,450.45</b> |

13. This estimate assumes that each and every one of Plaintiffs' claims would have been certified for class-wide resolution, that Plaintiffs' would have prevailed at trial, and that the jury's verdict would have been affirmed on appeal. Understandably, for purposes of evaluating the settlement's reasonableness, this estimate must be "tempered by factors such as the risk of losing at trial, the expense of litigating the case, and the expected delay in recovery (often measured in years)." *In re Toys R Us-Delaware, Inc.-- Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 453 (C.D. Cal. 2014).

14. Ultimately, Plaintiffs' Counsel determined an appropriate range of recovery for settlement purposes by offsetting Defendant's maximum theoretical liability by: (a) the strength of the defenses to the merits of Plaintiffs' claims; (b) the risk of class certification being denied; (c) the risk of losing on any of a number of dispositive motions that could have been brought between certification and trial (e.g., motions to decertify the class, motions for summary judgment, and/or motions in limine) that might have eliminated all or some of Plaintiffs' claims, or barred evidence/testimony in support of the claims; (d) the risk of losing at trial; (e) the chances

<sup>2</sup> 52,991 workweeks x 2 meal period violations per week x \$28/avg hourly rate.

<sup>3</sup> 52,991 workweeks x 5 rest period violations per week x \$28/avg hourly rate.

<sup>4</sup> Based on approximately 30 minutes of unpaid pre-shift and post-shift work per week, approximately half of which should have been paid at an overtime rate; 52,991 workweeks x \$28/avg hourly rate x 0.5 x 1.25

<sup>5</sup> Based on an estimated \$50.00 per month in unreimbursed business expenses (cell phone use, required clothing, and steel-toed work boots); 52,991 workweeks / 4.35 weeks = 12,181.84 months x \$50.

<sup>6</sup> 204 former employees x \$28.00 average hourly rate x 8 hours per day x 30 days of waiting-time penalties.

<sup>7</sup> The lesser of 343 wage-statement subclass members x \$4,000, or 30,639 wage statements x \$100 (less \$50 for the initial violation), for \$1,372,000.00 in statutory penalties.

<sup>8</sup> 30,639 PAGA pay periods with a 100% violation rate.

of a favorable verdict being reversed on appeal; and (f) the difficulties attendant to collecting on a judgment (collectively, the “Discount Factors”). With respect to (i), Defendant would have raised the following defenses:

15. **Defendant’s Disputed Financial Condition:** As stated, prior to reaching the Settlement, the Parties attended three separate mediation sessions. During these sessions, Defendant represented that it lacked the financial resources to satisfy a judgment approximating Plaintiffs’ full exposure. In connection with the second mediation, Defendant produced tax returns and other financial information, and the Parties jointly retained a forensic accountant to evaluate Defendant’s financial condition and ability to fund a settlement. Although Plaintiffs do not concede that Defendant lacks the ability to pay a larger sum, the substantial risk that Defendant could not satisfy, or could satisfy only through protracted post-judgment collection proceedings, a judgment approaching Plaintiffs’ full exposure is a legitimate and significant factor bearing on the reasonableness of the Settlement.

16. **Off-the-Clock and Overtime Claim:** Defendant would have argued that its written policies prohibited off-the-clock work and required employees to accurately record all hours worked, and that determining whether and to what extent individual Class Members performed unrecorded pre-shift, post-shift, or screening-related work would require thousands of individualized inquiries precluding class certification. *See Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1051-52 (2012) (holding that in the absence of a uniform, companywide policy, proof of liability is individual); *Amey v. Cinemark USA Inc.*, No. 13-CV-05669-WHO, 2015 WL 2251504, at \*12 (N.D. Cal. May 13, 2015); *Brewer v. Gen. Nutrition Corp.*, No. 11-CV-3587 YGR, 2014 WL 5877695, at \*12 (N.D. Cal. Nov. 12, 2014); *Pryor v. Aerotek Scientific, LLC*, 278 F.R.D. 516, 532-33 (C.D. Cal. 2011) (denying certification of off-the-clock claims).

17. Even if the Court had certified the off-the-clock claim, Defendant would have argued that Plaintiffs were required to prove Defendant knew, or should have known, that employees were performing unpaid work. *Forrester v. Roth’s I.G.A. Foodliner, Inc.*, 646 F.2d 413, 414 (9th Cir. 1981) (“where an employer has no knowledge that an employee is engaging in overtime work and that employee fails to notify the employer or deliberately prevents the

1 employer from acquiring knowledge of the overtime work, the employer's failure to pay for the  
2 overtime hours is not a violation"). Further, the portion of Plaintiffs' off-the-clock claim that was  
3 arguably the strongest—COVID-19 temperature checks—occurred for a relatively brief portion  
4 of the class period and for minimal amounts of actual time when they did happen.

5       18.     **Meal Period Claim:** Defendant would have argued that it had no obligation to  
6 "guarantee" or "ensure" that meal periods were taken by all employees at all times, and that it  
7 satisfies its obligations by relieving employees of duty and providing a reasonable opportunity to  
8 take an uninterrupted 30-minute break. *Brinker*, 53 Cal. 4th at 1038-40. Defendant would have  
9 further argued that to prevail, Plaintiffs must show they were forced to forgo meal breaks, as  
10 opposed to merely showing they were sometimes shortened, late, or interrupted. *Nguyen v. Baxter*  
11 *Healthcare Corp.*, No. 8:10-CV-01436-CJC, 2011 WL 6018284, at \*5 (C.D. Cal. Nov. 28, 2011);  
12 *Dailey v. Sears, Roebuck & Co.*, 214 Cal. App. 4th 974, 1000-02 (2013).

13       19.     **Rest Period Claim:** Plaintiffs' rest break claim was based on an allegation that  
14 Defendant combined meal meal breaks with rest breaks to create a 50-minute meal and rest period,  
15 of which 30 minutes was unpaid. Defendant would have argued that combining rest periods into  
16 a single break can be permissible depending on practicability, and that this fact-intensive inquiry  
17 is inappropriate for class-wide resolution. *See Rodriguez v. E.M.E., Inc.*, 246 Cal. App. 4th 1027  
18 (2016). Defendant would have further argued, citing *Augustus v. ABM Security Services, Inc.*, 2  
19 Cal. 5th 257 (2016), that employees must show Defendant affirmatively prevented them from  
20 taking breaks, and that the reasons any particular employee did not take a full rest period are  
21 inherently individualized. *Clemens v. Hair Club for Men, LLC*, No. C 15-01431 WHA, 2016 WL  
22 1461944, at \*\*5-6 (N.D. Cal. Apr. 14, 2016); *Jimenez v. Allstate Ins. Co.*, 2012 U.S. Dist. LEXIS  
23 65328, 47 (C.D. Cal. Apr. 18, 2012).

24       20.     **Business Expense Claim:** Defendant would have argued that Plaintiffs' business  
25 expense theory, based on a flat monthly estimate for work clothing, footwear, and personal cell  
26 phone use, is speculative and not uniformly applicable across the class, since not every Class  
27 Member incurred the same equipment costs or used a personal phone for work purposes, raising  
28 individualized issues that would complicate class-wide proof of damages. Defendant could have

1 further argued that cell phones were not a necessary tool for the job, and that the steel-toe boot  
2 requirement allowed employees enough latitude to purchase boots that they could wear outside  
3 of work with Defendant.

4 21. **Waiting Time Penalty Claim:** Defendant would have argued that any delay in  
5 the payment of final wages was based on a good faith dispute as to whether wages were owed,  
6 precluding a finding of “willfulness” necessary for waiting time penalties under Section 203.  
7 *Nordstrom Comm’n Cases*, 186 Cal. App. 4th 576, 584 (2010); *Armenta v. Osmose, Inc.*, 135 Cal.  
8 App. 4th 314, 325 (2005).

9 22. **Wage Statement Claim:** Defendant would have argued that Plaintiffs must show  
10 any wage statement violations were “knowing and intentional,” and that a good faith belief in  
11 compliance can preclude penalties under Section 226. *Naranjo v. Spectrum Security Services,*  
12 *Inc.*, 13 Cal. 5th 93 (2022).

13 23. **PAGA Penalties:** Defendant would have argued that PAGA gives the Court wide  
14 latitude to reduce civil penalties “based on the facts and circumstances of a particular case” where  
15 an award would otherwise be “unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code  
16 § 2699(h). Courts have substantially reduced PAGA awards on comparable facts. *Carrington v.*  
17 *Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of  
18 the maximum); *see also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming*  
19 *v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at \*4 (C.D. Cal. Aug.  
20 12, 2011).

21 24. **The Gross Settlement Amount Is Fair, Reasonable, and Adequate:** After  
22 taking into account the Discount Factors—including the substantial risk that Plaintiffs’ claims  
23 would not be certified, the risk of losing on the merits at trial or on dispositive motions, the risk  
24 of an unfavorable verdict being reversed on appeal, the difficulties attendant to collecting on a  
25 judgment, and, significantly, Defendant’s disputed but non-trivial claims regarding its ability to  
26 satisfy a judgment approaching Plaintiffs’ full exposure—Plaintiffs’ Counsel determined that it  
27 would be reasonable to settle for a fraction of Defendant’s estimated exposure for the class and  
28 PAGA claims, or approximately 5.6%. Such a discount is inherently reasonable given that

1 Plaintiffs would have had to overcome multiple, dependent contingencies to prevail on their  
2 claims. Courts routinely approve settlements that provide a similar discounted range of the  
3 maximum potential recovery.

4 **EXAMPLES OF REPRESENTATIVE AND CLASS ACTION RESULTS**

5 25. What follows are a few examples of the type of results we have achieved on behalf  
6 of our clients and the State of California:

- 7 a. Brock & Gonzales represented aggrieved employees in a wage and hour  
8 PAGA representative action against multiple senior living facilities on behalf  
9 of hourly-paid and/or non-exempt employees. On May 25, 2023, the court  
10 granted approval of the PAGA representative action settlement. The Alameda  
11 County Case Number is RG21106917.
- 12 b. Brock & Gonzales represented the class in a wage and hour class and  
13 representative action against an insurance brokerage and consulting firm on  
14 behalf of hourly-paid and/or non-exempt employees, including those  
15 misclassified as independent contractors. On July 6, 2023, the court granted  
16 final approval of the class and representative action settlement. The San Mateo  
17 County Case Number is 21-CIV-02797.
- 18 c. Brock & Gonzales represented the class in a wage and hour class and  
19 representative action against senior retirement community on behalf of hourly-  
20 paid and/or non-exempt employees. On July 7, 2023, the court granted final  
21 approval of the class and representative action settlement. The San Diego  
22 County Case Number is 37-2021-00022395-CU-OE-CTL.
- 23 d. Brock & Gonzales, in association with co-counsel, represented the class in a  
24 wage and hour class and representative action against a utility service company  
25 on behalf of hourly-paid and/or non-exempt employees. On July 24, 2023, the  
26 court granted final approval of the class and representative action settlement.  
27 The San Bernardino County Case Number is CIVSB2131260.
- 28

- 1 e. Brock & Gonzales represented aggrieved employees in a wage and hour  
2 PAGA representative action against a car dealership group on behalf of hourly-  
3 paid and/or non-exempt employees. On July 24, 2024, the court granted  
4 approval of the PAGA representative action settlement. The San Bernardino  
5 County Case Number is CIVSB2131234.
- 6 f. Brock & Gonzales represented a class of transportation workers in a wage and  
7 hour class and representative action against a regional transportation company.  
8 On June 10, 2025, the court granted final approval of the class and  
9 representative action settlement. The Orange County Case Number is 30-2021-  
10 01204870-CU-OE-CXC.
- 11 g. Brock & Gonzales represented a class of financial professionals in a wage and  
12 hour class and representative action against a provider of auto financing and  
13 other credit products. On October 2, 2025, the court granted final approval of  
14 the class and representative action settlement. The Los Angeles County Case  
15 Number is 23STCV28126.
- 16 h. Brock & Gonzales represented a class of Safety Managers and Safety  
17 Engineers against a company that contracts with construction firms to provide  
18 a full suite of safety services to improve organizational safety practices. On  
19 January 16, 2026, the court granted final approval of the class and  
20 representative action settlement. The San Diego County Case Number is  
21 24CU000640N.
- 22 i. Brock & Gonzales represented a class of workers at adult residential facilities  
23 for persons with special health care needs. On March 25, 2026, the court  
24 granted final approval of the class and representative action settlement. The  
25 Los Angeles County Case Number is 21STCV23851.
- 26 j. Brock & Gonzales represents a class of approximately 864 healthcare workers  
27 at a skilled nursing facility. On April 6, 2026, the granted Plaintiffs' Motion  
28 for Class Certification as to the following subclasses: (1) Meal Break Subclass;

(2) Rest Break Subclass; (3) Overtime Subclass; (4) Minimum Wage Subclass; (5) Wage Statement Subclass; (6) Waiting Time Subclass; and (7) Payroll Records Subclass. The Kern County Case Number is BCV-22-101428.

#### EDUCATION AND EXPERIENCE

26. In May of 2021, I graduated from the University of Alabama School of Law with a Juris Doctor degree. While at the University of Alabama School of Law, I competed on the Labor & Employment Moot Court Team and was the Executive Articles Editor of the *University of Alabama Law & Psychology Review*, where I also published an academic article on legal sports betting. In December 2011, I graduated *cum laude* with a Bachelor of Arts degree in History from Virginia Tech, where I also played NCAA Division I baseball.

27. I have dedicated my entire career to advocating for employees. From September 2021 to May 2023, I represented individual plaintiffs in employment matters at Webber & Egbert Employment Law, P.C. From May 2023 to January 2025, I focused on class and PAGA representative actions at Capstone Law APC. Throughout my career, I have helped recover millions of dollars on behalf of employees, taken and defended numerous depositions, participated in dozens of mediations, and argued a wide range of motions and hearings.

#### D. AARON BROCK'S EDUCATION AND EXPERIENCE

28. In 2005, D. Aaron Brock graduated from Loyola Law School, Los Angeles with a Juris Doctor degree. During law school, Brock was an extern in the United States Federal District Court. In 2002, Brock graduated from Loyola Marymount University with a Bachelor of Arts degree in History.

29. Brock obtained his license to practice law from the California State Bar in March 2006. In approximately July 2016, Brock was one of the founding partners of Brock & Gonzales, LLP. From approximately 2013 to 2016, Brock was a partner at the law firm JML Law, APLC. From approximately 2009 to 2012, Brock was employed by the law firm Taylor & Ring. From approximately 2012 to 2013, Brock was employed by the law firm The Lanier Law Firm.

30. Throughout his career, Brock has represented thousands of individuals in employment and personal injury cases. He has acted as trial counsel in multiple cases to verdict,

1 including a trial which resulted in the largest wrongful termination verdict ever granted in Tulare  
2 County Superior Court. Brock has taken and defended over 1,000 depositions of Plaintiff,  
3 defendants, and expert witnesses, argued a large volume and variety of motions, including over  
4 100 motions for summary judgment, and attended more than 400 mediations, early neutral  
5 evaluations, and mandatory settlement conferences. Brock has been acknowledged as a Southern  
6 California Super Lawyer Rising Star for 12 years and as a Super Lawyer for 2 years. Brock has  
7 recovered millions of dollars in verdicts and settlements for his clients.

8 31. Since its inception, in or around July 2016, Brock & Gonzales, LLP has almost  
9 exclusively focused on the prosecution of plaintiff-side employment cases as well as personal  
10 injury cases. Currently, we are the attorneys of record in over a dozen employment-related  
11 putative class actions in the State of California. Our firm has successfully litigated numerous  
12 cases involving the wage and hour law in California. During this time, we have recovered  
13 millions of dollars on behalf of thousands of employees in California.

14 **ERICA A. GONZALES' EDUCATION AND EXPERIENCE**

15 32. In May of 2004, Gonzales graduated from Santa Clara University School of Law  
16 with a Juris Doctor degree. In June of 2001, she obtained a Bachelor of Science degree in  
17 Broadcast News from the William Allen White School of Journalism and Mass communications  
18 at the University of Kansas.

19 33. In November 2004, Gonzales obtained a license to practice law from the California  
20 State Bar. From approximately 2004 to approximately 2005, Gonzales was employed at Stop  
21 Prisoner Rape, ("SPR") an international human rights organization to devoted to eliminating  
22 sexual violence against incarcerated persons. As part of her work with SPR, Gonzales worked  
23 with lawmakers on the implementation of the Federal Prison Rape Elimination Act, and it's  
24 California equivalent, and created the first-ever database consisting of information based solely  
25 on survivor reports.

26 34. Gonzales has been a trial attorney for 20 years, litigating personal injury,  
27 intellectual property, consumer class actions, and employment cases. Gonzales has taken and  
28 defended hundreds of depositions of plaintiffs, defendants, and expert witnesses, written, opposed

1 and argued a large volume and variety of motions, including, but not limited to, Motions for  
2 Summary Judgment, Motions to Compel Arbitration, and discovery motions. Gonzales has  
3 attended hundreds of mediations, and mandatory settlement conferences.

4 35. Gonzales is one of the founding partners of Brock & Gonzales, LLP. Prior to that,  
5 Gonzales was employed at the Linde Law Firm from 2005-2020. Gonzales has tried cases to  
6 verdict in both state and federal court, and achieved verdicts and settlements in excess of \$100  
7 million, including serving as co-lead counsel in *Secci v. United Independent Taxi Drivers, Inc.*,  
8 which resulted in a published opinion from the California Court of Appeal, 8 Cal.App.5th 846,  
9 214 Cal. Rptr. 3d 379 (2017).

10 **DANIELLE L. GRUPPCHANG'S EDUCATION AND EXPERIENCE**

11 36. In May 2016, Ms. GruppChang graduated from *University of California Hastings*  
12 *College of the Law* with a Juris Doctor degree. In June of 2013, she obtained a Bachelor of Arts  
13 degree in Political Science with a Pre-Law concentration and a Communication Studies minor  
14 from *California Polytechnic State University, San Luis Obispo*.

15 37. From 2017 to 2021, Ms. GruppChang litigated wage and hour class and PAGA  
16 cases at *Lawyers for Justice, PC*. From 2021 through late 2024, Ms. GruppChang litigated class  
17 and PAGA cases at *Brock and Gonzales, LLP*. Throughout her career, Ms. GruppChang has been  
18 personally involved in the settlement of over 100 class and/or PAGA actions.

19 **CY PRES BENEFICIARY**

20 38. Brock & Gonzales does not have a connection to, or a relationship with, the  
21 settlement's proposed cy pres beneficiary, The Justice Gap Fund, that could reasonably create the  
22 appearance of impropriety as between the selection of the cy pres beneficiary as the recipient of  
23 the unclaimed residuals and the interests of the class.

24 **MISCELLANEOUS**

25 39. I am not aware of any actual or potential conflict of interest with Class Members,  
26 Aggrieved Employees, and/or the Settlement Administrator.

27 40. I am not aware of any other pending matter or action asserting claims that will be  
28 extinguished or adversely affected by this Settlement.

42. The Class Notice, Exclusion Form, and Opt-Out Form (collectively, Exhibits A & B to the [Proposed] Order) will include Spanish translations.

  
Joseph D. Parsons