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Attorneys for Plaintiff ENRIQUE GUZMAN OROZCO,
on behalf of himself and others similarly situated

**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

*[Assigned to the Honorable Robert T. Waters,
Judge; Dept. 11B]*

**DECLARATION OF ENRIQUE GUZMAN
OROZCO IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

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1 completing assigned landscaping projects, cutting and removing trees, cleaning and disposing of
2 debris and rubbish, returning company vehicles and equipment to Defendant's yard, and performing
3 other end-of-day duties necessary to conclude the workday.

4 5. In addition, during the Covid-19 pandemic, Defendant required me and other
5 employees to arrive early and wait in line to undergo mandatory health screenings, including
6 temperature checks, before we were permitted to clock in and begin our shifts. These screenings
7 were performed for Defendant's benefit and as a condition of being allowed to work. However,
8 Defendant did not compensate me nor other employees for the time spent waiting for or undergoing
9 these mandatory pre-shift screenings, resulting in additional uncompensated off-the-clock work.

10 6. Additionally, we had issues pertaining to both meal and rest breaks. When meal
11 breaks were provided, they were inconsistent; and due to the demand and nature of Defendant's
12 business, when meal breaks were provided, they were often either late, short, or interrupted.
13 Additionally, I know that when an employee works 10 hours or more, we are entitled to a 2nd meal
14 break; however, a second meal break was not given by Defendant. This was not only happening to
15 me, but also to other employees that worked with me because we would complain amongst
16 ourselves about the issue.

17 7. As to rest breaks, they were not guaranteed for every shift, leaving me working
18 continuously throughout scheduled shifts without breaks. This too was happening to other
19 employees working with me because I hardly saw any of my colleagues taking a rest break. If they
20 did take a break, it was short for a bathroom break, or make a quick phone call.

21 8. Throughout my employment, Defendant failed to provide me with legally compliant
22 meal and rest periods on numerous occasions. Specifically, I experienced meal periods that were not
23 timely provided, were interrupted by work, or were shortened, and I also experienced workdays
24 during which I was not authorized or permitted to take compliant rest periods. When these meal and
25 rest period violations occurred, Defendants did not pay me premium wages. Based upon my own
26 experiences, I believe these practices were not unique to me. Rather, I believe Defendant
27 maintained common policies and practices affecting other employees, who likewise experienced
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1 untimely, interrupted, shortened, or missed meal periods and missed or non-compliant rest periods
2 without receiving the premium wages.

3 9. Lastly, I have concerns regarding the accuracy and completeness of the wage
4 statements I received during my employment with Defendant. Based on my experiences, I believe
5 the wage statements did not accurately reflect all hours I worked or all wages that I earned,
6 including wages resulting from the off-the-clock work and other wage and hour violations described
7 herein. In addition, when my employment with Defendant ended, I do not believe I was timely paid
8 all wages owed to me upon separation. Based upon my own experiences, I believe these issues were
9 not unique to me. Rather, I believe other employees who separated from Defendant's employment
10 similarly were not timely paid all wages due upon separation and received wage statements that
11 were inaccurate or incomplete because they failed to accurately reflect all compensable hours
12 worked, and/or wages earned.

13 10. Based on my experiences while employed by Defendant, I believe Defendant
14 maintained company-wide policies and practices that affected me and other similarly situated non-
15 exempt employees. At the same time, I understand that obtaining class certification is not
16 guaranteed and that there are significant risks associated with pursuing class action litigation. I
17 recognize that Defendant disputes the claims asserted in this action and has raised, or would likely
18 raise, substantial factual and legal defenses. I further understand that continued litigation through
19 class certification, dispositive motions, trial, and any subsequent appeals would be expensive, time-
20 consuming, and could take several years to resolve, with no guarantee of success.

21 11. I have carefully considered the risks, uncertainties, expense, and delay associated
22 with continued litigation, including the possibility that the Court could deny class certification,
23 grant dispositive motions in Defendant's favor, or that the class could recover less than anticipated,
24 or nothing at all. I also understand the burdens of proving liability, damages, and class-wide relief,
25 as well as the challenges associated with establishing damages on behalf of all class members. After
26 considering these factors, I believe that the proposed settlement represents a fair, reasonable, and
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adequate resolution of the claims asserted on behalf of myself and the Settlement Class and is in the best interests of all class members.

12. I understand that my attorneys will request that the Court approve a Class Representative Service Award in the amount of \$10,000.00 in recognition of the time, effort, and responsibilities I undertook on behalf of the Settlement Class. I believe that the requested service award is fair and reasonable.

13. From the outset of this litigation, I devoted substantial time and effort to assisting counsel in the prosecution of this case. I communicated regularly with my attorneys, provided factual information and documents, responded to their requests, discussed case-related documents, and remained available to answer questions and assist with the investigation of the claims. I also agreed to undertake the responsibilities of serving as the Class Representative and acted in what I believed to be the best interests of the Settlement Class throughout the litigation.

14. I further recognize that, by agreeing to serve as the Class Representative, I assumed responsibilities and risks beyond those of absent class members. I understood that, if Defendant were the prevailing party, I could potentially be exposed to certain litigation costs to the extent permitted by law. Despite these risks, I chose to pursue this action to help recover unpaid wages and obtain relief not only for myself but also for the other current and former employees affected by Defendant's alleged policies and practices.

15. I believe that, but for my willingness to come forward and serve as the Class Representative, the members of the Settlement Class would not have had the opportunity to obtain the monetary and non-monetary benefits provided by the Settlement. Accordingly, I believe that the requested \$10,000.00 Class Representative Service Award is fair, reasonable, and appropriate in light of my efforts, the risks I assumed, and the benefits achieved on behalf of the Settlement Class.

16. Within the framework of the proposed Settlement, I have also consented to a comprehensive release of claims associated with my tenure at Defendant, which goes beyond the release of claims applicable to members of the settlement class.

1 17. Throughout the case, my attorneys have kept me informed of the case, have engaged
2 me as necessary from the beginning of the case by gathering documents and facts from me, and
3 have engaged me prior to and during mediation, and afterwards. Given that an agreement was
4 reached, and a settlement agreement signed, I believe that my integrity and credibility of staying in
5 this litigation for the benefit of the class members has proven accurate, and have thus diligently
6 performed my fiduciary duties to the class.

7 18. In my opinion, I have performed considerable services on behalf of the employees of
8 Defendant during this litigation to help them recover their unpaid wages and penalties. I had to
9 search for an attorney, collected and gathered requested documents and information, provided wage
10 statements and/or pay stubs, made myself available each and every single time I was contacted in
11 order to answer questions about Defendant's operations, their policies and procedures produced in
12 informal discovery leading up to mediation, up to settlement negotiations. I also provided my
13 attorney with factual information needed to prepare the complaint. All along, I too was engaged in
14 settlement negotiations that were ultimately required to reach a settlement in this case.

15 19. In this case, I have placed the interest of the class before myself; and I will continue
16 to place the class members' interest before my own. Further, I have no conflict with any other
17 member of the class. I strongly believe that the harm that I suffered as stated herein is the same
18 harm that other employees of Defendant encountered. I also do not believe that I, like other
19 employees of Defendant, are subject to any defenses that can be asserted by Defendant; the failure
20 to provide timely, uninterrupted, and full meal breaks rested upon Defendant and their policy, the
21 same for their rest breaks. And neither did I nor any other class member of Defendant have any
22 control over the payroll practices by failing to properly pay our wages, including proper overtime

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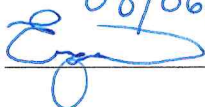
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1 rate of pay, proper meal and rest break premium wages, or proper wage statements issued, which I
2 along other employees of Defendant received as part of our employment with Defendant.

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

5 Executed on 08/06/26
, at Stanislaus, California.
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Enrique Guzman Orozco
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Jurat

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California)
County of Kern) ss.

Subscribed and sworn to (or affirmed) before me B. Keithley, Notary Public on this 06
day of Aug, 2026 by Enrique Guzman Orozco,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Witness my hand and official seal.

L.S.

B. Keithley
B. Keithley, Notary Public

Commission #: 2466542

Expires: 10/18/2027



OPTIONAL INFORMATION

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

DESCRIPTION OF DOCUMENT

Title of Document: Declaration of Enrique Guzman Orozco

Document Date: 06 Aug 26

Number of Pages: -7-

Other: Case # STK-CV-100E-2022-0003667