

1  
2  
3  
4  
5  
6  
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF SAN JOAQUIN**

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

15  
16 Plaintiffs,

17  
18 vs.

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

21  
22 Defendants.

Case No.: STK-CV-UOE-2022-0003667  
Consolidated with Case No. STK-CV-UOE-  
2023-0008042  
Honorable Robert T. Waters  
Department 11B

23 **CLASS ACTION**

24 **[PROPOSED] ORDER GRANTING**  
25 **PRELIMINARY APPROVAL OF CLASS**  
26 **ACTION AND PAGA SETTLEMENT**

27 Date: October 28, 2026 / November 3, 2026  
/ November 4, 2026 / November 5, 2026 /  
November 11, 2026  
Time: 9:00 a.m.  
Dept: 11B

28 Complaint Filed: May 11, 2022  
SAC Filed: June 22, 2026  
Trial Date: September 28, 2026

1 **ORDER**

2 The Court has reviewed and considered Plaintiffs' Notice of Motion and Motion for  
3 Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary  
4 Approval"), the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), the  
5 Declaration of Joseph D. Parsons in Support of Plaintiffs' Motion for Preliminary Approval of  
6 Class Action and PAGA Settlement; the Declaration of David Lavi in Support of Plaintiffs'  
7 Notice of Motion and Motion for Preliminary Approval of Class Action and Private Attorney  
8 General Act of 2004 ("PAGA") Settlement; the Declaration of Rodrigo Lopez Rojas in Support  
9 of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement; the  
10 Declaration of Enrique Guzman Orozco in Support of Motion for Preliminary Approval of Class  
11 Action and PAGA Settlement; the Declaration of Kalley R. Aman re: Class Action Settlement;  
12 the Declaration of John Hale re: Class Action Settlement; the Declaration of Jodey Lawrence.;  
13 and all other papers and pleadings on file in this action (Defendant and Plaintiffs are collectively  
14 referred to as the "Parties").

15 With good cause appearing, and pursuant to the parties' Settlement Agreement, the Court  
16 herby ORDERS that:

17 1. The Court preliminarily approves the Settlement Agreement attached as "Exhibit  
18 1" to the Declaration of Joseph D. Parsons in Support of Plaintiffs' Motion for Preliminary  
19 Approval of Class Action and PAGA Settlement. This preliminary approval is based on the  
20 Court's determination that the Settlement appears to be fair, adequate, and reasonable. This  
21 Order incorporates by reference the definitions in the Settlement Agreement, and all terms  
22 defined therein shall have the same meaning in this Order as set forth in the Settlement  
23 Agreement.

24 2. The Court further finds that the Settlement Agreement provides for a Gross  
25 Settlement Amount of \$994,000. From this amount, Class Counsel intends to seek up to  
26 \$331,333.33 in attorneys' fees, up to \$35,000 in litigation costs and expenses, up to \$15,000 in  
27 settlement administration costs, and Class Representative Service Payments of up to \$10,000  
28 each to Plaintiffs Rodrigo Lopez Rojas and Enrique Guzman Orozco. The Settlement also

1 allocates \$50,000 toward resolution of claims under the Private Attorneys General Act of 2004  
2 (“PAGA”), of which \$37,500 will be paid to the California Labor & Workforce Development  
3 Agency and \$12,500 will be distributed to the Aggrieved Employees. The Court will determine  
4 the reasonableness of the requested fees, costs, administration expenses, and service payments  
5 at the Final Approval Hearing.

6 3. The Court concludes that, for settlement purposes only, the Class meets the  
7 requirements for certification under section 382 of the California Code of Civil Procedure in  
8 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
9 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
10 community of interest amongst the members of the Class with respect to the subject matter of  
11 the litigation; (c) Plaintiffs’ claims are typical of the claims of the members of the Class; (d)  
12 Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class  
13 action is superior to other available methods for the efficient adjudication of the controversy;  
14 and (f) the law firms of Brock & Gonzales, LLP and E&L, LLP (collectively, “Class Counsel”)  
15 are qualified to act as counsel for Plaintiffs in their individual capacities and as representatives  
16 of the Class.

17 4. The following Class is conditionally certified: all current and former hourly-paid,  
18 non-exempt employees who worked for Defendant within the State of California during the  
19 Class Period. The Class Period is from May 11, 2018 through October 17, 2025.

20 5. Plaintiffs Rodrigo Lopez Rojas and Enrique Guzman Orozco are preliminarily  
21 appointed as the Class Representatives.

22 6. The Court orders that Phoenix Settlement Administrators is appointed as the  
23 Settlement Administrator, and orders the Settlement Administrator to administer the Settlement  
24 as set forth in the Settlement Agreement and in accordance with the deadlines set forth below;

25 a. Within fifteen (15) business days of entry of this Order, Defendant shall  
26 provide the Settlement Administrator with the Class Data.

27 b. Within fourteen (14) calendar days of receiving the Class Data, the  
28 Settlement Administrator shall update the Class Data through the National

1 Change of Address Database and mail the Class Notice to all Class  
2 Members via U.S. Mail.

- 3 c. If any Class Notice is returned, the Settlement Administrator will re-mail  
4 the Class Notice using any forwarding address provided or, if none is  
5 provided, will conduct a Class Member Address Search and re-mail the  
6 Class Notice to the most current address obtained, within three (3) business  
7 days of receipt of the returned Class Notice.

8 7. The Court approves, both as to form and content, the Court Approved Notice of  
9 Class Action and PAGA Settlement and Hearing Date for Final Court Approval (“Class Notice”)  
10 attached hereto as Exhibit A, as well as the Exclusion and Objection Forms, attached hereto as  
11 Exhibit B. Counsel for both Parties, subject to mutual agreement, may make changes to the Class  
12 Notice as necessary to administer the Settlement. The Court further finds that the procedure for  
13 distributing the Class Notice (discussed herein and in the Settlement Agreement) is (i)  
14 constituted the best practicable notice; (ii) constituted notice that is reasonably calculated, under  
15 the circumstances, to apprise Class Members of the pendency of the Consolidated Action, and  
16 their right to exclude themselves from or object to the proposed settlement and to appear at the  
17 Final Approval Hearing; (iii) is reasonable and constituted due, adequate, and sufficient notice  
18 to all persons entitled to receive notice; and (iv) met all applicable requirements of California  
19 law, due process, and any other applicable rules or law;

- 20 a. The Class Notice will inform Class Members that unless they submit a  
21 Request for Exclusion in accordance with the requirements set forth in the  
22 Class Notice, they will be Participating Class Members; they will receive  
23 an Individual Class Payment under the Agreement; and they will be bound  
24 by the release of Released Class Claims.

- 25 b. The Class Notice will inform Aggrieved Employees that they will receive  
26 an Individual PAGA Payment under the Agreement and will be bound by  
27 the release of Released PAGA Claims.  
28

1           c.     The Class Notice will inform Class Members of their right to object to the  
2                 Settlement and the procedure for doing so.

3           d.     The Class Notice shall include a statement as to the number of Workweeks  
4                 they worked during the Class Period and/or PAGA Period, an explanation  
5                 for how the Workweeks will be used to calculate the Individual Class  
6                 Payments and Individual PAGA Payments, and of the procedure for how  
7                 to dispute the number of Workweeks attributed to them.

8           8.     All proceedings and litigation in the Consolidated Action are stayed pending the  
9                 Final Approval Hearing.

10          9.     The preliminary approval of the Settlement, certification of the Class, and all  
11                 actions associated with them, are undertaken on the condition that they shall be vacated if the  
12                 Settlement Agreement is terminated or final approval of the Settlement is denied, or any  
13                 appellate court and/or other court of review in which event the Settlement Agreement and the  
14                 fact that it was entered into shall not be offered, received, or construed as an admission or as  
15                 evidence for any purpose, including but not limited to an admission by any Party of liability or  
16                 non-liability or of the certifiability of a litigation class or the appropriateness of maintaining a  
17                 representative action.

18          10.    A Final Approval Hearing shall be held before this Court on February 11, 2027 at  
19                 9:00 a.m. in Department 11B of the Superior Court of California for the County of San Joaquin,  
20                 located at 180 E. Weber Ave., Stockton, California 95202, to determine all necessary matters  
21                 concerning the Settlement, including: whether the proposed settlement of the action on the terms  
22                 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be  
23                 finally approved by the Court; whether a judgment, as provided in the Settlement, should be  
24                 entered herein; whether the plan of allocation contained in the Settlement should be approved  
25                 as fair, adequate, and reasonable to the Class Members; and determine whether to finally  
26                 approve the requests for Class Counsel Fees Payment, Class Counsel Litigation Expenses  
27                 Payment, PAGA Penalties, Class Representative Service Payments, and Administration  
28                 Expenses Payment.

1           11. Class Counsel shall file a motion for final approval of the Settlement and for the  
2 allocations of Class Counsel Fees, Class Counsel Litigation Expenses, PAGA Penalties, Class  
3 Representative Service Payments, and Administration Expenses Payment, along with the  
4 appropriate declarations and supporting evidence, including the Settlement Administrator's  
5 declaration, no later than sixteen (16) court days before the Final Approval Hearing, to be heard  
6 at the Final Approval Hearing.

7           12. The Court shall retain jurisdiction over the Parties, the Actions, the Consolidated  
8 Action, and the Settlement, pursuant to Code of Civil Procedure section 664.6 and California  
9 Rules of Court, rule 3.769(h), solely for purposes of (i) enforcing the Settlement Agreement  
10 and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such  
11 post-Judgment matters as are permitted by law.

12           **IT IS SO ORDERED.**

13  
14 Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Honorable Robert T. Waters  
Judge of the Superior Court

# **Exhibit A**

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND  
HEARING DATE FOR FINAL COURT APPROVAL**

*Rodrigo Lopez Rojas, et al. vs. Hale Construction, Inc., et al.*  
San Joaquin County Superior Court Case No.: STK-CV-UOE-2022-0003667

***The Superior Court for the State of California authorized this Notice. Read it carefully!***  
***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from a class action and Private Attorney General Act lawsuit entitled, *Rodrigo Lopez Rojas and Enrique Guzman Orozco vs. Hale Construction, Inc.* (the “Action”) for alleged wage and hour violations. The Action was filed by former Hale Construction, Inc. employees, Rodrigo Lopez Rojas and Enrique Guzman (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of non-exempt hourly paid employees who worked for Hale Construction, Inc. (“Defendant”) in the State of California during the “Class Period,” defined as May 11, 2018 through October 17, 2025 (“Class Members”) and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt hourly paid employees who worked for Defendant in the State of California during the “PAGA Period,” defined as May 6, 2021 through October 17, 2025 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less tax withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Defendant during the PAGA Period).

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks** during the Class Period and **you worked [REDACTED] Pay Periods** during the PAGA Period. If you believe the estimates of your workweeks or pay periods is inaccurate, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant and the Released Parties defined in the Agreement.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant and the Released Parties defined in the Agreement.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. You cannot opt out of the proposed Settlement of the PAGA claims. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.**

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                                                                                 | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant and the Released Parties defined in the Agreement that are covered by this Settlement (Released Claims).                                                                                                                                                                                                                                                                                                                                      |
| <b>You Can Opt-Out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-Out Deadline is</b> <span style="background-color: #00FFFF; padding: 2px 10px;"> </span> | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).</p> |

|                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by fax, email or mail</b></p> | <p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p> |
| <p><b>You Can Participate in the Final Approval Hearing on</b></p>                                                                                                                | <p>The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>                                                                                                                                                                                                                                                           |
| <p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b></p>                                               | <p>The amount of your Individual Class Payment depends on how many Workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment (if any) depends on how many Pay Periods you worked at least one day during the PAGA Period.</p> <p>The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant’s records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge them by [REDACTED]. See Section 4 of this Notice.</p>                                                                                                                    |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employee of Defendant. The Action alleges that Defendant failed to pay minimum and overtime wage, failed to provide meal periods and rest breaks, failed to pay all accrued and vested vacation/paid time off wages at time of separation, failed to reimburse business expenses, failed to pay wages due during employment and at time of separation, provide accurate itemized wage statements, and engaged in unfair business practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) “PAGA”. Plaintiffs are represented by the following attorneys in the Action:

Erica A. Gonzales, Esq.  
[eg@brockgonzales.com](mailto:eg@brockgonzales.com)  
 Joseph D. Parsons, Esq.  
[jp@brockgonzales.com](mailto:jp@brockgonzales.com)

**BROCK & GONZALES, LLP**  
6701 Center Drive West, Ste. 610  
Los Angeles, California 90045  
Tel: (310) 294-9595  
Fax: (310) 961-3673

David Lavi, Esq.  
Email: [dlavi@ebralavi.com](mailto:dlavi@ebralavi.com)  
Arie Ebrahimian, Esq.  
Email: [arie@ebralavi.com](mailto:arie@ebralavi.com)

**E&L, LLP**  
8889 W. Olympic Blvd., 2<sup>nd</sup> Floor  
Beverly Hills, California 90211  
Telephone: (213) 213-0000  
Facsimile: (213) 213-0025

("Class Counsel")

Defendant strongly denies violating any laws or failing to pay any wages and further denies all the allegations in the Action. Defendant contends it complied with all applicable laws and that its employees were paid properly under state and federal law.

## **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination as to whether Defendant or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

- a. Defendant Will Pay \$994,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to

pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final ("Effective Date"). The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, which amounts will be decided by the Court at the Final Approval Hearing:
  - i. Up to \$331,333.33 (33.3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$35,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
  - ii. Up to \$10,000.00 to each Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only money that Plaintiffs will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
  - iii. Up to \$15,000.00 to the Administrator for administering the Settlement.
  - iv. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to each individual Aggrieved Employee based on such employee's PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% ("Wage Portion") to taxable wages and 80% ("Non-Wage Portion") to interest and penalties of each Individual Class Payment. The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms by the Administrator. Defendant will separately pay the employer payroll taxes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes, if applicable) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If these monies are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her legal representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.
- g. You Cannot Opt Out of the PAGA Portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and cannot assert PAGA claims against Defendant and the Released Parties defined in the Agreement based on the PAGA Period facts alleged in the Action. This is because PAGA claims are brought as a representative of the State of California and the State determines how such claims are resolved.
- h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant and the Released Parties defined in the Agreement.
- i. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to

administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

- j. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the "Released Claims" released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and the Released Parties defined in the Agreement for wages based on the Class Period facts as alleged in the Action and resolved by this Settlement. All Aggrieved Employees will be barred from asserting PAGA claims against Defendants and the Released Parties defined in the Agreement, whether or not they exclude themselves from the Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, spouses, beneficiaries, administrators, successors, and assigns, fully, forever, and irrevocably release and discharge all Released Parties from any and all claims, lawsuits, complaints, demands, rights, liabilities, damages, legal theories, and causes of action that were pleaded or could have been pleaded based on the factual allegations set forth in the Complaints filed in the Actions (and Amended Complaints), the Operative Complaint, the Consolidated Action, and the PAGA Notice, including but not limited to, all claims under California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; the California Industrial Welfare Commission Wage Orders; Cal. Code Regs., Title 8, sections 3395, 11010, and 11000, *et seq.*; California Business and Professions Code section 17200, *et seq.*; unpaid regular wages; unpaid or underpaid overtime; failure to pay straight time, overtime, or double time wages; failure to pay off-the-clock work; failure to pay minimum wages; failure to authorize and permit meal breaks and rest breaks; all claims relating to meal or rest and recovery periods; unpaid meal or rest and recovery premiums; underpaid meal or rest and recovery premiums; failure to timely pay all wages due during employment; failure to timely pay all wages due upon termination and separation of employment; failure to provide accurate and complete itemized wage statements; failure to keep complete and accurate payroll records; failure to reimburse business expenses and expenditures; untimely payment of wages; penalties of any nature based on any Released Claims, unfair competition based on the foregoing; unlawful business practices based on the foregoing; fraudulent business practices based on the foregoing; waiting time penalties based on the foregoing; interest; attorneys' fees; fees; costs; and any other claims that were or may have been raised in any and all Complaints, Amended Complaints, and PAGA Notices ("Released Claims"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the Class Period.

“Released Parties” mean: (i) Defendant (ii) each of Defendant’s respective past, present, and future parents, subsidiaries, and affiliates, including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity that controls, is controlled by, or is under common control of Defendant; (iii) each of the Defendant’s past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, insurers, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity that could be jointly liable with any of the foregoing.

- k. Aggrieved Employees’ PAGA Bar. After the Court’s Judgment is final, and Defendant has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting any of the “Released PAGA Claims” against Defendant and the Released Parties defined in the Agreement, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant and the Released Parties defined in the Agreement based on the facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Release for Participating and Non-Participating Class Members is as follows:

Plaintiffs, Aggrieved Employees, the LWDA, and the State of California fully, forever, and irrevocably release and discharge the Released Parties of and from all claims were asserted and that could have been asserted under PAGA based on the facts alleged in the PAGA Notices provided to the LWDA and in the Complaints in the Actions (including any Amended Complaints, the Operative Complaint, the Consolidated Action (“Released PAGA Claims”). Eligible PAGA Members will receive their share of the employee portion of the PAGA Penalties and will be deemed to have released the Released PAGA Claims, regardless of whether they opt-out from the release of their Class claims.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- a. Individual Class Payments. The “Net Settlement Amount” is calculated by deducting from the Gross Settlement the amounts approved by the Court for the Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on its records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## **5. HOW WILL I GET PAID?**

- a. Participating Class Members. The Administrator will send, by U.S. Mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if any.
- b. Non-Participating Class Members. The Administrator will send, by U.S. Mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., to every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Rodrigo Lopez Rojas, et al., vs. Hale Construction, Inc., et al.*, **Case No. STK-CV-UOE-2022-0003667**, and include your identifying information (full name, address,

telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorney's fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Rodrigo Lopez Rojas, et al., vs. Hale Construction, Inc., et al.*, Case No. STK-CV-UOE-2022-0003667, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

Should a Participating Class Member submit both a Request for Exclusion (Opt-Out) and an Objection to Settlement, the Class Member will be treated as a Non-Participating Class Member who submitted only a Request for Exclusion.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 11B of the San Joaquin County Superior Court, located at 180 East Weber Ave., Stockton, California 95202. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually by calling (209) 992-5590, with Bridge Number 6941, and PIN Number 5564.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website <https://www.sjcourts.org/search-case-by-party> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED]'s website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.sjcourts.org/search-case-by-party> and entering the Case Number for the Action, Case No. STK-CV-UOE-2022-0003667.

### **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

#### **Class Counsel:**

Erica A. Gonzales, Esq.

[eg@brockgonzales.com](mailto:eg@brockgonzales.com)

Joseph D. Parsons, Esq.

[jdp@brockgonzales.com](mailto:jdp@brockgonzales.com)

#### **BROCK & GONZALES, LLP**

6701 Center Drive West, Ste. 610

Los Angeles, California 90045

Tel: (310) 294-9595

David Lavi, Esq.

Email: [dlavi@ebralavi.com](mailto:dlavi@ebralavi.com)

Arie Ebrahimian, Esq.

Email: [arie@ebralavi.com](mailto:arie@ebralavi.com)

#### **E&L, LLP**

8889 W. Olympic Blvd., 2<sup>nd</sup> Floor

Beverly Hills, California 90211

Telephone: (213) 213-0000

#### **Settlement Administrator:**

##### **Name of Company:**

Phoenix Class Action Administration Solutions

**Email Address:**

**Mailing Address:**

**Telephone:**

**Fax Number:**

## **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as

long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

#### **11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**DO NOT TELEPHONE THE JUDGE NOR THE CLERK  
ABOUT THE SETTLEMENT**

# **Exhibit B**

## **EXCLUSION FORM**

*Rodrigo Lopez Rojas, et al. vs. Hale Construction, Inc., et al.*

Superior Court of California, County of San Joaquin  
San Joaquin County Superior Court Case No.: STK-CV-UOE-2022-0003667

**AS EXPLAINED IN MORE DETAIL IN THE “NOTICE OF PROPOSED SETTLEMENT” (“NOTICE”) THAT CAME WITH THIS FORM, YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE SETTLEMENT:**

| <b>YOUR OPTIONS IN THIS SETTLEMENT</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>                              | You will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of claims).                                                                                                                                                                                                                                                         |
| <b>OBJECT</b>                                  | If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement.                                                                               |
| <b>EXCLUDE YOURSELF</b>                        | This is the only option that allows you to exclude yourself from the class action portion the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement. |
| <b>SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE</b> | Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement.                                                                                                                                      |

**SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT AND RECEIVE NO PAYMENT IN CONNECTION WITH THE CLASS ACTION SETTLEMENT:**

If you wish to exclude yourself from the class action Settlement, you must complete and mail the Exclusion Form on the following page to the Hale Construction, Inc. Settlement Claims Administrator, [ADDRESS] on or before [REDACTED].

I declare as follows:

I was or have been employed as a non-exempt employee of Defendant Hale Construction, Inc., in the State of California at some time from May 11, 2018 through October 17, 2025. I have received and reviewed the Notice of Proposed Settlement, and I wish to be **EXCLUDED** from the Class and to **NOT** participate in the proposed class action settlement. I understand that by submitting this form I will **NOT** receive any settlement payment in connection with the class action settlement. I understand I will be bound by any Court-approved PAGA settlement in the case and may receive a share of the Court-approved PAGA payment if eligible.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number, Including Area Code)

XXX – XX – \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_  
(Social Security Number – last 4 digits only)

## **OBJECTION FORM**

*Rodrigo Lopez Rojas, et al. vs. Hale Construction, Inc., et al.*

Superior Court of California, County of San Joaquin  
San Joaquin County Superior Court Case No.: STK-CV-UOE-2022-0003667

**AS EXPLAINED IN MORE DETAIL IN THE “NOTICE OF PROPOSED SETTLEMENT” (“NOTICE”) THAT CAME WITH THIS FORM, YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE SETTLEMENT:**

| <b>YOUR OPTIONS IN THIS SETTLEMENT</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>                              | You will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of claims).                                                                                                                                                                                                                                                         |
| <b>OBJECT</b>                                  | If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement.                                                                               |
| <b>EXCLUDE YOURSELF</b>                        | This is the only option that allows you to exclude yourself from the class action portion the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement. |
| <b>SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE</b> | Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement.                                                                                                                                      |

If you wish to object to the Settlement, you must complete the Objection Form on the following page, state the basis for your objection, along with any documents that support your objection, and mail it to Hale Construction, Inc. Settlement Claims Administrator, [ADDRESS] on or before [REDACTED].

I object to the proposed Settlement for the following reasons:

---

---

---

---

---

---

(If you need more space, please attach additional pages to this form.)

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number, Including Area Code)

XXX – XX – \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_  
(Social Security Number – last 4 digits only)