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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

CELESTE JACOBS, DAVID HALEY, and
GABRIEL A. REYES, individuals, on behalf of
themselves and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

DPR CONSTRUCTION, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 23-CIV-05852

**DECLARATION OF DAVID HALEY
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: February 25, 2026

Hearing Time: 2:00 p.m.

Judge: Hon. Nicole S. Healy

Dept: 28

Date Filed: December 11, 2023

Trial Date: Not set

1 I, David Haley, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. During the class period I worked as a Foreman for the Defendant DPR Construction, Inc.
10 ("DPR" or "Defendant") in California and during that time period I was classified by DPR as a
11 non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys, or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 Apex Class Action, the settlement administrator. I am not aware of any other pending matter or
19 action asserting claims that will be extinguished or adversely affected by this settlement.
20

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 I often did not receive compliant meal and rest breaks which were late, interrupted or missed
24 entirely. I also did not receive all the meal and rest break premiums I was entitled to and when I
25 did receive premium payments they were often an incorrect amount. Additionally, I was required
26 to use my personal cellular phone for company business without reimbursement by DPR. I was
27

1 also required to work off the clock at times, after hours for example, but I was not paid any
2 wages for this time I worked for the company.

3 6. I spoke to my attorneys several times and discussed how DPR implemented its company
4 policies and procedures. I also assisted my attorneys in their investigation into my claims by
5 providing them documents and answering their questions. I reviewed the amended complaint
6 before it was filed and after it was filed I was given access to an electronic file sharing program
7 that alerted me via email when important documents were filed so that I could review them and
8 keep up with the developments in the case which I understood was one of my duties as a class
9 representative. I would also contact my attorneys from time to time if I had any questions about
10 the case.
11

12 7. Even though this action is in the process of settling, I was and remain prepared to
13 perform all the duties of a class representative. I understand that as a class representative I have
14 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
15 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
16 benefit of the class members and surrender any right to compromise the group action for an
17 individual gain.
18

19 8. I understood that being a plaintiff/class representative in this case meant that I was
20 seeking damages not only for myself but also other current and/or former non-exempt employees
21 working for DPR in California who make up the class. I felt that these individuals were not
22 aware of their labor law rights and even if they were they would probably be apprehensive about
23 speaking up or even simply because of the time, effort and risk involved in filing a class action
24 lawsuit.
25

26 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
27

1 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
2 or part of the attorney fees and costs paid by DPR to defend this lawsuit. Also, I knew there was
3 a risk that future employers, if they ever find out about this lawsuit, could hold it against me or
4 downgrade me as a potential hire. As one of only three named Plaintiffs in this case it would not
5 be difficult for a future employer to become aware that I sued my employer for labor law
6 violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and
7 the rights of others regardless of the risks, time and effort I spent on this case.
8

9 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
10 to date on important developments by reviewing court filings that were made available to me
11 electronically as I described above.
12

13 11. A mediation took place on February 12, 2025, with Hon. Brian C. Walsh (Ret.), a well-
14 respected and experienced mediator of wage and hour class actions. After the mediation the
15 parties were able to reach an agreement to settle the action. I communicated with my attorneys
16 regarding the terms of the settlement which was reached between the parties and understood that
17 I was representing absent class members and therefore wanted the best possible result to be
18 obtained for the class members and I believe a very positive result was in fact achieved via
19 settlement. I reviewed and signed the Memorandum of Understanding on February 18, 2025 and
20 when the final settlement papers were ready, I closely reviewed the Settlement Agreement which
21 I signed on June 18, 2025.
22

23 12. I have been actively involved with this lawsuit performing the duties described above.
24 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
25 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
26 the settlement process. I estimate that I spent approximately 20-30 hours working on this case
27

1 up until this point. I believe I have been diligent and have done what is expected of a named
2 plaintiff and a proposed class representative to date and will continue to do so. I have and always
3 will maintain the best interests of the class members.

4
5 13. My attorneys explained to me that the settlement process involves a two-step review by
6 the Court to determine whether the settlement is fair before approving the settlement. I know
7 this process also involves notifying all class members of the settlement terms and of their rights
8 to make a claim for their settlement share, to opt out of the settlement or to object to the
9 settlement.

10 14. I believe I did the right thing by filing this case on behalf of the class members who,
11 subject to court approval, are in line to receive monetary payments as a result of this case and
12 settlement. This is money they may never have ever gotten if I did not pursue this action on their
13 behalf. I feel significant personal satisfaction to know that I played a role in the class members
14 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
15 the requested Class Representative Service Payment of \$12,500 from the settlement is fair
16 compensation for the work I performed and the risks I undertook.

17
18 15. As part of the settlement it was necessary for me to sign a general release of all claims I
19 may have against DPR. I believe the Class Representative Service Payment I have requested
20 provides me with some compensation for this agreed release.

21
22 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
23 my employer, the exposure to being responsible for paying Defendant's costs in the event we did
24 not win the case, the reputational risk that future employers may hold this lawsuit against me, the
25 general release and in light of the size of the settlement, I believe the request for \$12,500 as a
26 Class Representative service payment is fair and reasonable.

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

3
4 Executed on 06/25/2025, at National city, California.
(city, state)

5
6 
David M. Haley (Jun 25, 2025 17:18 PDT)
David Haley