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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JOSE CARRANZA RODRIGUEZ, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

EKEDAL CONCRETE, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 30-2024-01423908-CU-OE-CXC

*[Assigned for all purposes to the Hon.
David A. Hoffer, Dept. CX103]*

**DECLARATION OF PLAINTIFF JOSE
CARRANZA RODRIGUEZ IN
SUPPORT OF APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 4, 2026
Time: 1:30 p.m.
Dept.: CX103

Reservation Number: 74775986

Complaint Filed: September 6, 2024 Trial
Date: None Set

1 **DECLARATION OF JOSE CARRANZA RODRIGUEZ**

2 I, Jose Carranza Rodriguez, declare as follows:

3 1. I am an individual over the age of 18 and am the named plaintiff in this matter.
4 This declaration is submitted in support of approval of the proposed class action settlement
5 (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this
6 declaration and could testify competently to them if called upon to do so.

7 2. I worked for Ekedal Concrete, Inc. (“Ekedal”) from approximately 1987 until
8 approximately October 2023. For the past 15 years of my employment with Ekedal, I worked as
9 a non-exempt “chauffeur” in which I would transport materials to job sites from Ekedal’s yard
10 and building suppliers. During my employment with Ekedal, I was subject to Ekedal’s wage and
11 hour policies and practices that are at issue in this case.

12 3. During my employment with Ekedal, I did not clock in and out, instead Ekedal
13 just recorded my scheduled start and stop times. It is my understanding that Ekedal only
14 compensated me for my scheduled hours, not all the hours I actually worked. I also had to report
15 to Ekedal’s yard and other jobs sites before my schedule start time to prepare the job site and load
16 up work trucks with various materials, but I believe Ekedal did not pay me for this time due to its
17 timekeeping system and compensation practices. As a result, I believe that I was not paid all
18 wages I was owed. It is also my understanding that Ekedal also automatically input a meal period
19 for me in my time records from 12:00 p.m. – 12:30 p.m. and automatically deducted 30 minutes
20 from my total daily hours worked, regardless of whether I actually received a meal period, what
21 time it was, or if it was interrupted or cut short. While working for Ekedal, my lunch breaks often
22 started after my fifth hour of work, were cut short, or I was not able to take them at all because
23 the work I was doing for Ekedal was time sensitive and I had to do it instead of taking my full
24 meal periods. Ekedal’s work demands also kept me from being able to take my full 10-minute
25 rest breaks on time or at all, and supervisors regularly forced me to work through my rest breaks
26 when cement was delivered to job sites or employees were pouring it.

27 4. As a result of these violations, it is my understanding that I was not paid all final
28 wages owed to me by Ekedal and was provided with inaccurate wage statements.

1 5. I have been actively involved in this case since I first retained Haines Law Group,
2 APC (“HLG”) in 2024. Without waiving the attorney-client privilege, prior to filing this lawsuit,
3 my attorneys explained my role and responsibilities as a Class Representative, and I understand
4 my responsibilities as a Class Representative. Since retaining my attorneys, I have had many
5 discussions with the attorneys and staff at HLG, including discussions regarding Ekedal’s wage
6 and hour practices and my claims in this case, potential witnesses, litigation strategy, updates on
7 how the case was proceeding, the Settlement, and how I could help the case and potential
8 Settlement Class members. I also attended the mediation in this case. I also gathered and reviewed
9 documents for use in the lawsuit and reviewed relevant documents with my attorneys. I estimate
10 that I have spent at least 35-40 hours on this case from the time I first spoke with my attorneys
11 regarding this case until the present.

12 6. When this lawsuit was filed, I understood that this lawsuit could benefit former
13 and current Ekedal employees by helping to recover their unpaid wages, unpaid meal and rest
14 period premiums, and other penalties. I knew there was a risk that I could be liable for Ekedal’s
15 costs if we lost the case. I accepted this risk because I wanted Ekedal to pay its current and former
16 employees for their unpaid wages and penalties. Even though I understood that filing a lawsuit is
17 a public record, I accepted that burden in order to help former, current, and future Ekedal
18 employees. As far as I am aware, I have no actual or potential conflicts with any of the Settlement
19 Class members.

20 7. I understand that my attorneys will request that the Court approve an enhancement
21 payment of \$5,000.00 for my efforts on behalf of the Settlement Class. I believe this amount is
22 reasonable based on the amount of time and effort I have devoted to this case and the risks I have
23 undertaken as a class representative, as described above. My support for the Settlement is not
24 contingent on me receiving this enhancement payment.

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1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct. Executed on 12/02/2026 in
3 Oceanside, California.

4 *Jose Carranza Rodriguez*

5 Jose Carranza Rodriguez