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Attorneys for Plaintiff EDGAR SANTIAGO,
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ENYLLEL RUGAMA-HERNANDEZ and
EDGAR SANTIAGO, individuals, and on behalf
of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

P & B INTERMODAL SERVICES LIMITED
LIABILITY COMPANY, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **24STCV07771**

**DECLARATION OF EDGAR SANTIAGO
GARCIA IN SUPPORT OF
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: September 25, 2025
Hearing Time: 11:00 a.m.

Judge: Hon. Timothy Patrick Dillon
Dept: SS-15

Date Filed: March 29, 2024
Trial Date: Not set

DECLARATION OF EDGAR SANTIAGO

I, Edgar Santiago, declare:

1. I am over the age of 18 and am the named Plaintiff and class representative in this matter. I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto.

2. This declaration is submitted in support of Preliminary Approval of the Class Action settlement in this matter.

3. I worked for Defendant P&B Intermodal Services LLC ("Defendant"), as a non-exempt employee from approximately November 2023, until on or about July 26, 2024.

4. From the time of the filing of the lawsuit, I have understood that this is a class action lawsuit where I represent the interests of all persons employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period.

5. I believe while working for Defendant, I and all persons employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period, were subject to the same policies and procedures regarding payment of minimum and overtime wages, meal breaks, rest breaks, reimbursement of employment-related expenditures, wage statements, and final payment of wages. I believe that the claims of all persons employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period are identical to mine because Defendant's policies and procedures applied to all of us.

6. I understand that I must continue to consider and protect the interests all persons employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period. I have been protecting the rights of myself and all persons employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period, since approximately August of 2024 when first I started looking for an attorney before this lawsuit was filed. I have been and continue to place the interest of all persons employed by Defendant in California and classified as an hourly, non-exempt

1 employee who worked for Defendant during the Class Period above my own. I do not have a conflict
2 with the members of the Class I seek to represent.

3 7. I provided information and have been available to my attorneys since approximately
4 August of 2024 when I was searching for my attorney. I have helped and been willing to support the
5 lawsuit in any way I can for the last approximately 11 months since August of 2024 when I began
6 searching for an attorney for the claims in this lawsuit. I have searched for an attorney, met with my
7 attorneys to see if they would represent me, met with my attorneys to discuss the Defendant's
8 policies, procedures, and practices for paying wages for the hours that we worked, providing meal
9 breaks, rest breaks, reimbursement of employment-related expenditures, wage statements, and final
10 payment of wages. I spent time searching for policies and procedures that were given to me during
11 my employment, any timecards I had, any pay stubs I had, and other documents related to my
12 employment. I produced all the documents to my attorneys. I responded to almost all of my
13 attorneys' telephone calls and interviews and I met with them in person and/or telephonically to
14 discuss any questions they had about my employment, Defendant's policies and procedures,
15 Defendant's paying of minimum and overtime wages, Defendant's providing of meal and rest
16 breaks, reimbursing employment-related expenditures, providing wage statements, or the documents
17 I had provided to them. I made myself available during the mediation session. Once the settlement
18 agreement was finalized, I conferred with my attorneys on multiple occasions to review and discuss
19 each settlement agreement before signing.

20 8. I also understand that in the event this matter proceeds to trial, I must come to court
21 to participate in the trial. I will come to court if I am needed and have been ready to perform any
22 responsibility that is necessary for this lawsuit. I know that I took a risk by filing this lawsuit because
23 if I lost, I would have to pay for all the costs incurred by the Defendant in the lawsuit. I also have
24 the risk of losing income for any time that I would have to spend fulfilling my responsibilities
25 including having to attend the trial. I also believe I have taken a risk by filing this lawsuit because
26 my employers in the future may find out that I sued my employer, and they may not like it. The other
27 employees will be receiving money from this lawsuit and they have not had to file a lawsuit, look
28

1 for an attorney, or take the risks that I have had to take.

2 9. I understand that the settlement we have reached in this case must be approved by
3 the Court and I must protect the interests of all persons employed by Defendant in California and
4 classified as an hourly, non-exempt employee who worked for Defendant during the Class Period.

5 10. I have been advised in writing and understand that there is a Joint Prosecution
6 Agreement between Blumenthal Nordrehaug Bhowmik De Blouw LLP and Lavi & Ebrahimian,
7 LLP. I have consented in writing to the fee splitting agreement between these two firms.

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

10 Executed this 18th day of July 2025, at Chicago, Illinois.

11
12 *Edgar Santiago*

13 _____
Edgar Santiago