

By: 
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Attorney for Plaintiffs Pablo Torres Santiago, Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario, individually and on behalf of other individuals employed under similar circumstances and facts.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO**

PABLO TORRES SANTIAGO, individually
and on behalf of other individuals employed
under similar circumstances and facts.

Plaintiffs,

vs.

JAMES A. QUAGLINO, INC., DBA
QUAGLINO ROOFING, JOE SOTO, an
individual, and DOES 1 through 20,
inclusive,

Defendants.

CASE NO.: 24CV-0553

(Assigned to the Hon. Craig B. Van Rooyen)

**DECLARATION OF DAX B. DEASON
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENTS**

Date: ~~TBD~~ 2/19/2026

Time: ~~TBD~~ 9:00 am

Dept: 2

I, Dax B. Deason, declare as follows:

1. I have personal knowledge of the information set forth herein and if called to do so, I could and would testify competently to the facts set forth below.

2. I am counsel for Plaintiff Pablo Torres Santiago, Misael De La Cruz, Roman Nazario Nolasco, Luis Nazario, and Isaac Nazario (hereinafter referred to as the "Plaintiffs"). I retained the services of attorney Anthony Peter Raimondo (CA License No 200387) on June 4, 2024, to act as Of Counsel for the prosecution of a class action against Defendants James A. Quaglino, Inc. (doing business as Quaglino Roofing), and its former supervisor Joe Soto.

**EX A.1: DECLARATION OF DAX B. DEASON IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA SETTLEMENTS**

1 3. I am an attorney licensed and admitted to practice law before the courts of the
2 State of California, Texas, and the District of Columbia. I was initially licensed to practice
3 law in 2003 in Texas and hold board certification in the field of labor and employment law
4 from the Texas Board of Legal Specialization. I am fluent in Spanish, which has been essential
5 in the prosecution of this lawsuit. My current hourly billing rate for complex employment
6 discrimination plaintiff cases is \$742.00 per hour.

7 4. The firms' Of Counsel and I together have decades of experience in handling
8 labor and employment cases on behalf of employers and employees in a variety of civil
9 litigation matters, which have included class actions and collective actions relating to wage
10 and hour and discrimination laws under both state and federal laws, sexual harassment, PAGA
11 actions, retaliation, whistleblower cases, FMLA, disability discrimination, assault and battery
12 torts, negligent hiring and retention, wrongful termination, and numerous other employment
13 claims on both sides of the bar. Some of my more notable cases include: representation of
14 employer BEPC, Inc. in the defense of a class action wage and hour case in the Arizona
15 District Court (2019); defense of RBR Meat Company from Department of Labor wage and
16 hour action in the Central District of California (2008-2009); defense of Kelena Farms in
17 EEOC pattern and practice discrimination case involving Thai H-2A workers in the District
18 of Hawaii (2011-2015); defense of Benitez Drywall in wage and hour action involving
19 hundreds of employees in the Southern District of Texas (2006-2007); defense of employer
20 MEG Healthcare Inc in wage and hour action in the Northern District of Texas (2021); defense
21 of numerous agricultural employers during administrative proceedings conducted by the
22 Department of Labor; defense of employers in administrative cases based on claims of
23 discrimination filed by the Department of Justice Office of Special Counsel; employed as an
24 associate attorney to provide defense representation to Nucor in multi-year class action filed
25 by class of African-American employees; represented plaintiff Nancy Rivas in Harris County
26 in the 55th Judicial District of Harris County, Texas for sexual assault and battery, negligent
27 retention of a supervisor and other torts(2020-2021); represented plaintiff Mary Soliz in her
28 claims of disability discrimination against her former employer (2017); represented plaintiff
Rosana Vazquez in the Southern District of Texas against her former employer for disability

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1 discrimination (2019); and represented seaman boat captain Jhonnis Richard against his
2 former employer in one of the largest OSHA whistleblower settlements under the Seaman's
3 Protection Act (2011).

4 5. I have represented and will continue to represent the best interests of the class
5 of workers in this case. We have committed a significant amount of law firm resources to this
6 case and will continue to commit the resources necessary to provide the class with quality
7 representation. With a firm of 5 full-time employees and 1 part-time employee, 3 full-time
8 employees and the firm's Of Counsel have always been and will continue to be devoted to the
9 case. My firm does not engage in advertising to search for wage and hour or PAGA cases, and
10 we do not perform cookie cutter work when we do handle plaintiff lawsuits. Instead, we strive
11 to provide plaintiffs with the same level of quality representation as we would provide
corporate clients who pay by the hour.

12 6. To date, the case costs of this matter are approximately \$10,314.54, which
13 relates to the filing fees for the lawsuit and the expense of mediation. Although we spent
14 several thousands of dollars on Lexis research costs, I decided to waive those costs for the
15 benefit of the class.

16 7. I initially became involved in this lawsuit when a local restaurant owner in
17 San Luis Obispo, California contacted my wife on the afternoon of May 31, 2024, to see if I
18 was available to come to the restaurant and talk to several roofers about an assault and battery
19 that had occurred on the rooftop of a commercial project in Santa Maria, California. I visited
20 the restaurant the same day and met with Plaintiff Torres and several of his coworkers from
21 Defendant Quaglin Roofing. Plaintiff Torres had been at his apartment in distress about what
22 had happened that day and had been encouraged by the restaurant owner and his coworkers
to seek legal counsel.

23 8. Quaglin Roofing workers informed me that on the day of the incident it had
24 been an hour past the required meal break time, and they had complained to their supervisor
25 Joe Soto, who refused to let the crew have their lunch. The crew of workers in a concerted
26 fashion decided to take their meal without permission, including Plaintiff Torres. When the
27 workers returned from their meal break, Joe Soto singled out Plaintiff Torres, telling him and

28 **EX A.1: DECLARATION OF DAX B. DEASON IN SUPPORT OF MOTION FOR PRELIMINARY
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1 his coworker Luis Nazario that they were fired and then punched him down to the ground.
2 Several roofers witnessed this incident.

3 9. Plaintiff Torres informed me that he wanted to call the police, but Defendant
4 Quaglino Roofing management discouraged him from doing so. Because I disagreed and
5 believed Plaintiff Torres had a right to report the crime, I suggested that he visit the Santa
6 Maria Police Department to file a complaint. On the night of May 31, 2024, and again on the
7 morning of June 1, 2024, I accompanied Plaintiff Torres and several witnesses to help him
8 lodge a complaint about the assault and battery. Several witnesses also went with Mr. Torres
9 to provide testimony to the police.

10 10. I was officially retained by Plaintiff Torres on June 3, 2024, based on a 40%
11 contingency fee. In accordance with this arrangement, Mr. Torres has not paid any fees to the
12 firm, and all the effort, time, research, legal work, and expenses have been advanced by the
13 firm with no remuneration. I consider plaintiff contingency class action work probably one of
14 the most difficult types of work because of the enormous responsibility to many putative class
15 members, the lengthy time these cases can take, and the complexity of the legal issues. Plus,
16 contingent-fee cases present a real risk of working hundreds, if not thousands of hours, which
17 may never be entirely compensated. The investment of time in class litigation has also resulted
18 in delays in our firm's ability to service existing clients, lost revenues, and lost opportunities
19 for new cases. Moreover, while the case is being litigated, a law firm must pay overhead,
20 employee salaries, and out-of-pocket expenses incurred on the Plaintiffs' behalf while the
21 defense lawyers are compensated by the hour on a regular basis throughout the entire case.

22 11. Plaintiff Torres has not only been the lead Plaintiff, but a key witness in the
23 prosecution of this case. He remains employed with Quaglino Roofing. I have met with him
24 extensively to discuss his lengthy history of employment at Quaglino Roofing, we reviewed
25 documents together, discussed his claims and the names of other workers at Quaglino Roofing
26 who he believed had also been mistreated by Defendant Joe Soto. He has also referred to
27 other Defendant Quaglino Roofing employees and witnesses to my law firm for interviews,
28 kept me informed of the ongoing changes in employment and compensation practices at

1 Defendant Quaglino Roofing, and has kept current employees of Defendant Quaglino Roofing
2 who are interested in the case informed about the litigation progress.

3 12. My team and I spent most of the summer of 2024 conducting a thorough
4 investigation of Mr. Torres's case and employment history at Defendant Quaglino Roofing.
5 The investigation focused on conducting interviews with at least seven (7) current and former
6 Quaglino Roofing workers who recounted the discriminatory work environment fostered by
7 Joe Soto and numerous compensation issues. During these interviews, I advised the witnesses
8 of my role as Plaintiff Torres' attorney and informed them that the interview was voluntary.
9 All the roofing workers that I interviewed only speak Spanish, have brown skin, and have
10 national origins from Mexico. While the witnesses were more than willing to share
11 information about their discriminatory work environment, many of the workers did not want
12 to get involved in the lawsuit because they were still employed at Quaglino Roofing and feared
13 losing their jobs. One witness who had been employed at Quaglino Roofing was visibly upset
14 during our interview as he recounted how Joe Soto used to verbally abuse him by yelling at
15 him and calling him "hijo de la verga," and "burro;" and that he was in constant fear of being
16 fired as Joe Soto was known to randomly fire employees when he was angry.

17 13. Each and every one of the roofers interviewed was consistent in their
18 statements that they had experienced frequent and severe discrimination and harassment while
19 working with Quaglino Roofing supervisor Joe Soto, who would call them derogatory names
20 such as "burros," "wet backs" and other racial slurs, smack them on the butt, yell at them and
21 call them stupid, criticize their lack of English language skills, withhold bathroom keys, hover
22 around the workers, threaten them with physical harm and create a very stressful working
23 environment. I learned from worker statements that even other Quaglino Roofing supervisors
24 did not want to work together with Joe Soto due to the way he treated the Mexican labor. I
25 also learned during all these interviews that Defendant Joe Soto would get high on marijuana
26 while at work every day. Workers would often call in sick to avoid working with Joe Soto and
27 some quit because they could not handle working with him anymore.

28 14. Three of the workers interviewed, including Plaintiff Torres, complained to
Quaglino Roofing management about the abusive conduct of Joe Soto, but workers never felt

1 like any action was taken and viewed Jose Soto as someone who was protected by the
2 company. A fourth witness interviewed recalled an incident many years ago in 2018 when Joe
3 Soto had punched another Mexican worker to the ground at a project in Paso Robles,
4 California.

5 15. I believe based upon a review of a class list produced by Quaglino Roofing
6 that Joe Soto had been employed at the company since November of 2015 until his termination
7 in June of 2024, which was a very long time. Due to his lengthy employment history, and the
8 complaints made against him, it is highly probable that Quaglino Roofing's ownership and
9 management personnel were aware of Joe Soto's propensities for mistreating the Mexican
workforce.

10 16. On June 11, 2024, my firm requested Plaintiff Torres's personnel file from
11 Quaglino Roofing. My team reviewed the personnel file and began to assess the wage and
12 hour violations in this case. Plaintiff Torres did not have any signed arbitration agreement in
13 his personnel file.

14 17. My investigation included research into new changes in California's Private
15 Attorneys General Act, commonly referred to as PAGA, which was changed by legislation
16 and Governor Newsom on July 1, 2024. These new amendments provided employers with
more defenses to PAGA claims.

17 18. It was confirmed through investigation that Quaglino Roofing supervisors
18 would enter generalized work schedule information on timecards which would have workers
19 begin and end their shifts at virtually the same time every day. For example, a worker's
20 timecard would generally show that the employee began work at 7:00AM, took lunch from
21 12:00 to 12:30PM and then would end the day at 3:30PM. The majority of the timecards
22 evaluated were duplicative of this pattern. Even the timecard for the day when Plaintiff Torres
23 was assaulted and battered on a rooftop in Santa Maria, California, did not account for the late
24 lunch, or the long day of work, the incident, and the subsequent meetings with management.

25 19. It was also confirmed that Quaglino Roofing would transport employees in
26 company vehicles to the worksites each day but would stop counting work time at around
27 3:30PM at the worksite location and would not pay for the travel time from the project back

1 to the main office. It was also confirmed through investigation that workers were never
2 provided with afternoon breaks, and that they were frequently not provided with timely meal
3 periods, especially when they were working with Joe Soto. Lastly, workers felt that they were
4 not being paid the correct prevailing wages for their work on public projects, which included
5 schools, jobs at Cal Poly, the People's Self-Help Housing, airports, and other publicly funded
6 jobs. Ultimately, after about 3 months of investigation, I was convinced that not only did
7 Plaintiff Torres have individual tort claims against Defendants, but he also had a very strong
8 case for representing a class of workers with their discrimination/harassment and wage and
hour claims.

9 20. While the substantive law in this matter is complex due to the inclusion of
10 wage and hour, PAGA, and discriminatory hostile work environment class action claims, the
11 procedural history of this case is not. My law firm filed a complaint on September 6, 2024.
12 On September 16, 2024, a PAGA claim was filed with the Labor and Workforce Development
13 Agency ("LWDA") with a copy to Defendant Quaglino Roofing, which alleged violations of
14 CA Labor Code Sections 98.6, 201-203, 218.5, 226, 226.3, 226.7, 230, 510, 512(a), 1102.5,
15 1720-1815 and the Industrial Wage Order. Before an employee can file a PAGA lawsuit, they
16 must first provide the employer and the LWDA with a 60-day notice detailing the alleged
17 violations. My firm is unaware of any action taken by the LWDA to advance Plaintiff Torres's
18 alleged PAGA claims, which granted him the right to seek PAGA remedies on behalf of
19 himself and similarly situated workers in court. Quaglino Roofing did not demur and filed its
20 Answer to the Complaint on October 29, 2024. Deason Law P.C. made numerous
21 unsuccessful attempts through background investigations and process servers to locate and
22 serve Joe Soto, but his whereabouts are unknown, and he has not been a participant in this
case.

23 21. On November 25, 2024, the parties filed a Stipulation and Proposed Order
24 Staying Entire Action and PAGA Claims Pending Mediation. In the Stipulation, the parties
25 agreed that Plaintiff Torres would refrain from amending the Complaint to add PAGA claims.
26 The order was accepted by the Court on December 4, 2024, and the initial CMC was extended
until May 14, 2025.

27 **EX A.1: DECLARATION OF DAX B. DEASON IN SUPPORT OF MOTION FOR PRELIMINARY**
28 **APPROVAL OF CLASS ACTION AND PAGA SETTLEMENTS**

1 22. On or about November 30, 2024, Defendants' counsel began to informally
2 produce employment records to my law firm. Counsel for Quaglino Roofing was able to
3 ascertain the scope of the putative class of workers, as evident from an initial list of
4 approximately 85 employees that was produced. Aside from an employee roster, Quaglino
5 Roofing produced personnel records, paychecks, timecards, payroll and certified payroll
6 records for Plaintiff Torres and other putative class members. These records were unorganized,
7 which required more time to organize and review. Quaglino Roofing also began to produce
8 its subcontractor contracts relating to prevailing wage projects to assist Plaintiff Torres to
9 identify potential prevailing wage violations. The parties continuously were in communication
10 regarding document issues, legal issues, factual claims, and documentation from November
11 30, 2024, until April 30, 2025.

12 23. My firm engaged in an extensive analysis and document review of personnel
13 documents, payroll, and timecards for the putative class of workers who fell within the scope
14 of the class action. My firm endeavored to engage in a customized back wage calculation for
15 each putative class member to the extent possible, which included calculations regarding
16 unpaid travel time, unpaid prevailing wages, unpaid overtime, and unpaid meal and rest break
17 violations. My team and I developed spreadsheets for each worker, by assessing wage rates
18 earned by each worker on a weekly basis, analyzed certified payroll records and timecards to
19 distinguish between prevailing wage and private jobs, calculated unpaid overtime, and
20 mapped the distance traveled by each worker from their last worksite of the day back to the
21 main office. Moreover, my firm also engaged in a separate calculation of all the potential
22 PAGA civil penalties that were due to the State of California and the putative class of workers.

23 24. The firm's analysis revealed extensive wage losses that needed to be paid back
24 to each Quaglino Roofing employee in the wage and hour class. The Plaintiffs alleged that
25 Defendant Quaglino Roofing had a uniform policy of not properly recording and paying for
26 all employee work time, including travel time. The company also never provided workers with
27 afternoon breaks, never compensated employees for travel time from the last project of the
28 day back to the main office, did not always provide timely meal breaks, did not accurately
29 document pay statements with the total hours worked and correct wages, never paid meal and

1 break violation penalties and did not pay workers the prevailing wage fringe pay for public
2 works projects. These violations were equally applied to all roofers and other non-exempt
3 hourly employees, such as landscapers and maintenance personnel who attended to the roofing
4 business and the company's affiliated commercial properties.

5 25. The firm developed back wage liabilities for each putative wage and hour class
6 member. By way of example, Roofer No. 836 began working with Quaglino Roofing in June
7 2022 and was still employed with the company as of the date of the mediation. In total, Roofer
8 No. 836 is owed approximately \$39,889.17 in unpaid wages. Roofer No. 809 began working
9 with Quaglino Roofing on August 11, 2020, and terminated his employment with them as of
10 July 5, 2022. In total, Roofer No. 809 is owed approximately \$20,135.86 in unpaid wages.
11 Plaintiff Roman Nazario worked with Quaglino Roofing beginning on June 21, 2022, and
12 ended on October 17, 2024, due to an injury while working on a project. Plaintiff Nazario is
13 owed approximately \$27,262.86 in unpaid wages based on his employment period. The total
14 potential exposure of Defendant Quaglino Roofing for just the wage and hour violations
15 amounted to approximately \$1,840,275.82 in damages for compensation violations.

16 26. During the informal discovery period leading to mediation, party counsel also
17 engaged in several discussions about discrimination and harassment claims and tort claims
18 filed by Plaintiff Torres. Because the parties could not engage in formal discovery, the only
19 discrimination evidence developed for Plaintiff Torres and other putative class members was
20 based upon witness interviews, the assault and battery of Plaintiff Torres that had been
21 witnessed by several roofers on May 31, 2024, and case law.

22 27. On or about March 18, 2025, I sent an email to defense counsel to explain the
23 Plaintiffs' position regarding damages for discrimination and hostile work environment
24 claims. I explained that the typical award for compensatory and punitive damages for
25 harassment victims in pattern or practice cases ranges from \$50,000 to \$200,000.00 per
26 employee. I included references to pattern discrimination and hostile work environment cases,
27 such as: EEOC v. Global Horizons where \$7,658,500 was awarded to 62 Washington State
28 H-2A farmworkers or \$123,524.19 per worker; EEOC v. Global Horizons where \$12.2 million
was awarded to 82 Hawaii farmworkers or \$150,000 per worker; Bennett v. Nucor-Yamato

**EX A.1: DECLARATION OF DAX B. DEASON IN SUPPORT OF MOTION FOR PRELIMINARY
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1 Steel Company where \$1.2 million was awarded to 10 steelworkers or \$200,000 per worker;
2 Brown v. Nucor Corporation where \$22.5 million was awarded to 150 African American
3 steelworkers or \$150,000 per worker; and EEOC v. Ceisel Masonry, Inc. where \$500,000 was
4 paid to settle class claims for 10 Mexican construction laborers or \$50,000 per worker.
5 Entering the mediation, we valued the potential discrimination and hostile work environment
6 damages at \$134,704.84 per worker, which represents an average damage amount based on
7 reported cases. We then took this value and multiplied it by 38 class workers to arrive at a
8 potential damage value of \$5,118,783.84. Prior to the mediation, I sent communications to
9 defense counsel that reduced that potential damages value for the discrimination and
10 harassment to \$3,000,000.00 based on a new model that focused more on the weeks worked
under Joe Soto.

11 28. On or about March 18, 2025, Deason Law P.C. was further retained by new
12 Plaintiffs Luis Nazario, Isaac Nazario, Misael De La Cruz, and Roman Nazario Nolasco based
13 on a 40% contingency fee. I had previously interviewed these individuals during the
14 investigation as witnesses and decided to conduct another interview as new plaintiffs. These
15 plaintiffs have not paid any fees to the firm, and all the effort, time, research, legal work, and
16 expenses have been advanced by the firm with no remuneration. These individuals have
17 assisted my firm to investigate the facts of the case, provide testimony, and participate in the
18 mediation.

19 29. On April 30, 2025, the parties participated in a full-day mediation with private
20 mediator Abe Melamed from Signature Resolutions. During the mediation, several issues
21 were learned that could have had a bearing if the litigation were to continue forward. First, it
22 was learned that Quaglino Roofing only had \$1,000,000.00 in insurance available to cover
23 damages. Secondly, Quaglino Roofing claimed significant financial hardship and lack of any
24 assets available to pay for a large settlement or court judgment, as evidence by their request
25 that a significant portion of the settlement proceeds be paid until September of 2026. While I
26 dispute the Quaglino family's ability to satisfy its responsibilities to the workers for
27 discrimination and unpaid wages, it was clear from the mediation that Defendants would make
28 financial ability an issue in litigation.

**EX A.1: DECLARATION OF DAX B. DEASON IN SUPPORT OF MOTION FOR PRELIMINARY
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1 30. During the mediation, I also learned that Quaglino Roofing had obtained
2 signed arbitration agreements for a large portion of the putative class of workers on January
3 15, 2025. Quaglino Roofing workers, including some of the plaintiffs, informed me that they
4 had been scheduled to have a group meeting and requested to sign the arbitration agreement
5 on payroll day. I checked one of the arbitration agreements signed by Plaintiff Misael De La
6 Cruz, and it was signed on Friday January 24, 2025, a payroll day at Quaglino Roofing. As
7 legal counsel for the Plaintiffs, I consider the arbitration agreements to be unlawfully obtained.

8 31. I mention all these issues as potential considerations that the putative class
9 would have to confront if the case did not settle as it did, which would have resulted in further
10 delays, disputes about arbitration agreements, and the Defendants' potential lack of financial
11 ability to pay a large trial judgment. The issue concerning the disputes about the validity of
12 arbitration agreements signed by several putative class members, although believed to be
13 invalid, would alone make joinder of numerous class members impractical.

14 32. After a 13-hour mediation, the parties settled for a gross settlement of all class
15 and individual claims in the amount of \$1,975,000.00. Before the settlement was agreed to, I
16 consulted and discussed the pros and cons of settlement with Plaintiff Torres and three
17 additional plaintiffs who participated in the marathon mediation. We discussed the issues
18 discovered during the mediation, the value of the claims, litigation processes, likely defenses,
19 Quaglino Roofing's claim of financial hardship and the tendency of courts to greatly reduce
20 PAGA penalties. All four individuals agreed on the total settlement value. The settlement
21 negotiations throughout this case were at arm's length and conducted in a professional manner.
22 The proposed settlement was reached at the end of a process that was neither fraudulent nor
23 collusive. On the contrary, counsel for the parties vigorously advanced their respective
24 positions throughout the case.

25 33. Following the mediation, the parties engaged in extended post-mediation
26 negotiations, signed a Memorandum of Understanding, and executed several Class Action
27 Settlement Agreements, which resolved the parties' disputes over all the remaining settlement
28 terms. The Settlement Agreements include a proposed form of Class Notice.

**EX A.1: DECLARATION OF DAX B. DEASON IN SUPPORT OF MOTION FOR PRELIMINARY
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1 34. The proposed settlement consists of two different classes of workers, although
2 more than half of the workers benefit from both classes. First, Plaintiff Torres pursued a class
3 action on behalf of approximately 38 non-exempt roofing workers of Mexican national origin
4 or Latino descent who were employed by Quaglino Roofing from September 6, 2021, through
5 April 30, 2025. These workers were frequently harassed and victimized by Joe Soto's
6 misconduct and abuse. This group of workers will benefit from a total estimated net fund of
7 \$949,352.73 after all proposed deductions, leaving an estimated average of \$24,982.97 in
8 compensation per discrimination victim. Payments, however, to each worker will vary as the
9 distribution will be based on the number of weeks worked during the class period, which will
10 provide greater compensation to those workers who endured discrimination or harassment for
the longest periods.

11 35. Second, there is a broader class of workers who suffered wage and hour
12 violations comprised of approximately 69 non-exempt, hourly employees who were employed
13 by Defendant Quaglino Roofing in California from September 6, 2020, to April 30, 2025.
14 Within this wage and hour class, there is also a PAGA Subclass that is comprised of members
15 who were employed between September 16, 2023, and April 30, 2025, who are due civil
16 penalties based on the alleged labor code violations. This group of workers will benefit from
17 a total estimated net fund of \$109,092.73 after all proposed deductions, leaving an estimated
18 average of \$1,581.05 in compensation for lost wages and PAGA civil penalties. Payments,
19 however, will vary as the distribution will be based on the number of weeks worked during
20 the class period, which will provide greater compensation for those workers who were
employed the longest.

21 36. The parties have also settled Plaintiff Torres' individual tort remedies for
22 assault and battery, violations of the Ralph Act, Quaglino Roofing's negligence in retaining
23 Joe Soto and for not stopping the harassment and discrimination when it became aware of the
24 misconduct. An award of \$125,000.00 has been agreed to for Plaintiff Torres' various tort
25 claims, which include \$25,000 in civil penalties and \$100,000 in emotional distress.

26 37. Due to the lawsuit, Quaglino Roofing appears to have remedied many of the
27 challenged timekeeping and payroll practices by installing an electronic time clock, updating

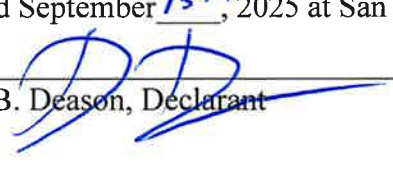
1 its handbooks, conducting training, terminating Joe Soto, and revisiting its compliance with
2 prevailing wage laws to ensure employee payments are properly allocated to pension and
3 welfare plans. As an added benefit and without admitting liability, Quaglino Roofing has
4 expressed its commitment to compliance with the parties' settlement agreements and new
5 practices implemented at the company are already providing the existing workforce and future
6 workforce more compensation for their labor in a discrimination-free environment.

7 38. In our opinion, considering all known facts and circumstances, the Class
8 Action Settlement Agreements are fair, reasonable, and adequate, and in the best interests of
9 the class of affected workers. While the workers in this case could likely obtain a larger verdict
10 by going to trial, the \$1,975,000.00 settlement is an excellent recovery that will provide
11 significant compensation to the affected workers.

12 39. The proposed class of workers consist of Spanish-speaking immigrants who
13 do not have the sophistication to pursue an individual lawsuit. Due to the high cost of living
14 in California, these workers generally are living paycheck to paycheck and are not familiar
15 with legal proceedings. Their claims, while significant to them as individuals, would be
16 difficult to pursue individually because many of the workers fear retaliation for participating
17 in litigation. The class mechanism provides all the affected current and former workers with
18 a practical avenue for receiving compensation without having to worry about retaliation or
19 having to spend significant time in a lawsuit.

20 40. In addition, there are always risks inherent in litigation and major delays would
21 not be in the interest of the class. As a practical matter, the longer the case drags on, the more
22 difficult it could be to locate class members to testify at trial and to compensate them for their
23 losses once the case has been concluded. Thus, the avoidance of any further delay, as well as
24 the immediate financial needs of these class members, also weighs in favor of settlement.

25 41. I declare under penalty of perjury of the laws of the State of California that the
26 foregoing is true and correct. Executed September 15th, 2025 at San Luis Obispo, California.

27 
28 Dax B. Deason, Declarant

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