

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
 Sydney Castillo Johnson (State Bar #343881)
scastillo@jcl-lawfirm.com
 John L. Nitti (State Bar #330752)
jnitti@jcl-lawfirm.com
 5440 Morehouse Drive, Suite 3600
 San Diego, CA 92121
 Telephone: (619) 599-8292

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
 Nicole Noursamadi (State Bar #357246)
nicole@zakaylaw.com
 Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
 5440 Morehouse Drive, Suite 3600
 San Diego, CA 92121
 Telephone: (619) 255-9047

Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF FRESNO

EVANGELINA LOZANO and PORFIRIO
 SANTIAGO, individuals, on behalf of
 themselves, and on behalf of all persons
 similarly situated,

Plaintiffs,

v.

CEN CAL BUILDERS & DEVELOPERS,
 INC., a California corporation; and DOES
 1-50, Inclusive,

Defendant.

Case No.: 23CECG04411

**DECLARATION OF PORFIRIO
 SANTIAGO IN SUPPORT OF MOTION
 FOR FINAL APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT**

Hearing Date: February 19, 2026
 Time: 3:27 p.m.

Judge: Hon. Lisa M. Gamoian
 Dept.: 403

I, PORFIFIO SANTIAGO, declare as follows:

1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement and in support of Motion for Class Counsel Award and Service Award I have personal knowledge of all the facts stated herein. I could and would competently testify under oath to these facts in court if requested to do so.

2. I filed the case on behalf of myself and a class of all of Defendant Cen Cal Builders & Developers, Inc. ("Defendant") current and former non-exempt employees, employed within the State of California at any time during the period from January 8, 2020, to August 31, 2024.

3. I worked for Defendant as a non-exempt employee, paid on an hourly basis, and entitled to legally mandated meal and rest periods, minimum wages, and overtime compensation from August 2023 through October 2023.

4. I filed the case because I believed my rights as an employee were violated by Defendant and also the rights of other employees that worked for Defendants. Among other claims, I believe Defendant failed to pay for all time worked, failed to provide compliant meal and rest periods, failed to reimburse for mandatory business expenses, failed to furnish accurate itemized wage statements, and failed to pay all wages upon separation.

5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with my attorneys. We discussed my work experience and how company policies were applied to me and other employees. I provided the attorneys with documents they requested. We reviewed the documents together and asked and answered many questions regarding my experience working for Defendants, the litigation process, and about class actions generally.

6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit and as a proposed Class Representative. I understood that pursuing this action as a class action rather than merely seeking my individual claims substantially increased the risk to me. Those risks included the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action if I lost the case. I also understood that as a Class Representative, I

would be under increased scrutiny by the attorneys and the Court because I needed to prove that I was an adequate class representative. Further, I understood that I would lose some autonomy over my individual claims that I could not make decisions for my sole benefit and that I needed to make every litigation decision with the best interests of the Settlement Class in mind.

7. I also understood that pursuing this litigation created a very public record of my grievances with Defendant which produced the risk that a future employer could hold it against me that I sued a former employer.

8. I also knew that I was making a sacrifice in that I could have pursued my claims only on an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to receive from this settlement. My attorneys explained to me that the net settlement value of my individual claims may be greater than my ultimate recovery from the net class settlement amount.

9. Notwithstanding these risks and sacrifices, I decided to go through with the case because I believed violations occurred and most employees would not know what their rights are and even if they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone, because I wanted to keep up with developments in the case which I understood was one of my duties as a class representative.

11. **Review and Approval of Settlement:** A mediation was held on July 31, 2024. Even though I could not attend, I was available by telephone to speak with my attorneys and did speak with them regarding the mediation before it took place, as well as during the mediation itself. I also spoke with my attorneys after the mediation and discussed the mediator's proposal which was ultimately accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. I reviewed and signed the Memorandum of Understanding on November 27, 2024, and when the settlement papers were ready, I again spoke with my attorneys and reviewed the settlement agreement which I signed on February 12, 2025.

12. **Broad General Release:** I understand that the Class Representative Payment is intended, in part, to compensate me for my release of the Released Class Claims. Additionally, unlike the other Class Members, I also granted Defendant a broad general release and waiver of claims pursuant to California Civil Code section 1542 and released Defendant from all claims whether known or unknown, under federal law or state law ("Plaintiff's Release").

13. **Participation:** Since I retained Class Counsel approximately twenty-three (23) months ago, I have been actively involved with this class action lawsuit performing the duties described above. While I did not keep formal time records, I was in regular contact with my attorneys, attended hearings, reviewed important court filings, and spent considerable time on the issues presented during the litigation and in the settlement process. I estimate that I spent approximately 20-25 hours working on this case.

14. Also, my attorneys explained to me that the settlement process involved a two-step review by the Court to determine whether the settlement was fair before ordering that the settlement be funded and paid. I knew this process also involved notifying all class members of the settlement terms and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

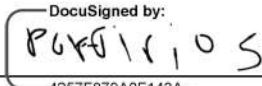
15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who now stand to receive substantial monetary payments as a result of this case and settlement. I also believe that the requested Service Payment in the amount of \$10,000.00 from the settlement is fair compensation for the (1) the broad general release I executed, (2) the work I performed, (3) the sacrifices made not pursuing this case individually, and (4) the risks I undertook. Further, my estimated Individual Class Payment is approximately \$35.59, which is less than the estimated average Individual Class Payment of approximately \$201.86 and significantly less than the highest Individual Class Payment of approximately \$2,123.59. Notably, none of the other Class Members, including those receiving a greater Individual Class Payment, have executed a broad general release in exchange for their Individual Class Payments.

16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the risks I undertook by suing a former employer, the exposure to being responsible for

1 paying Defendant's costs in the event we did not win the case, and in light of the size of the
2 settlement, I believe the request for \$10,000.00 as a Service Award is fair and reasonable.

3 17. Further, I support my attorneys' application for a Class Award in the amount of
4 \$280,000.00, comprised of \$250,000.00 for attorneys' fees (one-third of the Gross Settlement
5 Amount) and \$30,000.00 for reimbursement of actually incurred litigation expenses.

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct. Executed on 1/22/2026, at Fresno, California.

8
9 By: 
10 4257F879A0F143A...
11 PORFIRIO SANTIAGO
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28