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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

JOSE RAMON DE LA CRUZ, an individual,
on behalf of himself, and on behalf of all
persons similarly situated,

Plaintiff,

v.

GALPAO GAUCHO TWO, LLC, a Texas
limited liability company; GALPAO
GAUCHO THREE, LLC, a California limited
liability company; GALPAO GAUCHO
FOUR LLC, a California limited liability
company; GALPAO GAUCHO FIVE LLC, a
California limited liability company;
GALPAO GAUCHO EIGHT LLC, a
California limited liability company;
GALPAO GAUCHO NINE LLC, a California
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Case No. C23-01770

**DECLARATION OF JOSE RAMON DE LA
CRUZ IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: June 26, 2025
Time: 9:00 a.m.

Judge: Hon. Edward G. Weil
Dept.: 39

1 I, JOSE RAMON DE LA CRUZ, declare as follows:

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

8 2. I retained Class Counsel in June of 2023 and filed the lawsuit in July of 2023. I filed the
9 case on behalf of myself and a class of persons defined as all persons who are or previously were
10 employed by Defendants in California and classified as non-exempt employees at any time during the
11 Class Period.

12 3. I worked for Defendants as a non-exempt employee in California from September of 2020
13 to October of 2021. At all times during my employment, I earned an hourly wage and was entitled to
14 legally compliant meal and rest periods, and minimum, regular and overtime wages for all hours worked.
15 Throughout my employment, I was subject to Defendants' policies and procedures.

16 4. I filed the case because I believed my rights as an employee were violated by Defendants
17 and the rights of other employees that worked for Defendants. Among other claims, I believe
18 Defendants failed to pay for all time worked, failed to provide compliant meal and rest periods, failed
19 to reimburse for required business expenses, unlawfully deducted required uniform expenses from
20 wages, failed to furnish accurate itemized wage statements, and failed to pay all wages when due.

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

26 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
27 and as proposed a Class Representative. I understood that pursuing this action as a class action rather
28 than merely seeking my individual claims substantially increased the risk to me. Those risks included

1 the possibility of being held liable for Defendants' attorneys' fees and costs in a complex class action if
2 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
3 the attorneys and the Court because I needed to prove that I was an adequate class representative.
4 Further, I understood that I would lose some autonomy over my individual claims that I could not make
5 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
6 of the Settlement Class in mind.

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

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

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

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

21 11. **Review and Approval of Settlement:** A mediation was held on July 1, 2024. Even
22 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
23 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
24 with my attorneys after the mediation and discussed the settlement. I was very satisfied with the terms
25 of the settlement that was agreed to by the parties. I reviewed and signed the Memorandum of
26 Understanding on July 8, 2024, and when the settlement papers were ready, I again spoke with my
27 attorneys and reviewed the settlement agreement which I signed on August 28, 2024.

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1 12. **Participation:** Since I retained Class Counsel approximately two years ago, I have been
2 actively involved with this class action lawsuit performing the duties described above. While I did not
3 keep formal time records, I was in regular contact with my attorneys, reviewed important court filings
4 with my attorneys, and spent considerable time on the issues presented during the litigation and in the
5 settlement process. I estimate that I spent approximately 15-20 hours working on this case.

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

11 14. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
12 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
13 that the requested Service Award in the amount of \$10,000 from the settlement is fair compensation for
14 (1) the work I performed, (2) the sacrifices made not pursuing this case individually, (3) the risks I
15 undertook, and (4) I entered into a broad 1542 release with Defendant.

16 15. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
17 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendants'
18 costs in the event we did not win the case, the broad 1542 release I entered into and in light of the size
19 of the settlement, I believe the request for \$10,000 as a service award is fair and reasonable.

20 16. Further, I support my attorneys' application for Attorneys' Fees and Litigation Costs in
21 the amount of up to \$358,505.56, comprised of \$328,505.56 for attorneys' fees (one-third of the Gross
22 Settlement Amount) and up to \$30,000.00 for reimbursement of actually incurred litigation expenses. I
23 have previously consented in writing to a fee split between co-counsels.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing is
25 true and correct. Executed on 06/02/2025, at Concord (Location/City), California.

26
27 By:  Jose Ramon De La Cruz (Jun 2, 2025 10:53 PDT)

28 JOSE RAMON DE LA CRUZ