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Attorneys for Plaintiff
JAIME CAZARES VARGAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

JAIME CAZARES VARGAS, as an individual
and on behalf of others similarly situated,

Plaintiff,

vs.

JTS MODULAR, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. BCV-20-100645-JEB

[Assigned to Hon. David R. Lampe Department: 11]

**DECLARATION OF PLAINTIFF JAIME
CAZARES VARGAS IN SUPPORT OF
PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT AND
REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT AWARD**

Date: April 26, 2022
Time: 8:30 a.m.
Dept.: 11

Complaint Filed: March 4, 2020
Trial Date: None Set

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I, JAIME CAZARES VARGAS, declare as follows:

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

2. JTS Modular, Inc. (“JTS Modular” or “Defendant”) does business by being a portable building manufacturer.

3. I was employed by JTS Modular as a non-exempt laborer from approximately May 2010 until approximately November 18, 2019. While working for JTS Modular, I was subject to JTS Modular's wage and hour practices.

4. I do not believe I was paid for all of my time worked. Specifically, I am informed and believe that JTS Modular would unlawfully shave my work time and/or round my work time such that I would not be fully paid for all my time worked. Additionally, I do not believe that JTS Modular paid me for all my time spent travelling to various worksites in the field.

5. I do not believe I received all legally-compliant meal and rest breaks. Specifically, as a result of JTS Modular's work demands and my job duties, and its failure to include all of my compensable travel time, my meal breaks were either late, short, or otherwise unlawful. Also, for a portion of my employment, JTS Modular required employees to remain at the facility for rest break. Further, when I would work in the field, I was not given any rest breaks but instead given a one-hour meal break. Despite, not receiving all of my legally required meal and rest breaks, I did not receive any meal and/or rest break premiums.

6. As a result of these violations, I also do not believe I received accurate and complete wage statements. I also do not believe I received all of my wages owed at the time of my separation of employment with JTS Modular.

7. I retained Haines Law Group, APC and Lidman Law, APC to represent me in my wage claims against JTS Modular.

8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former co-workers and current employees of JTS Modular by helping them recover their unpaid penalties. As the named Plaintiff I knew that I would be taking on certain risks that the other employees wouldn't have to bear. I knew that there was a risk that I could be liable for JTS Modular's costs if we lost the case. I accepted these risks because I wanted JTS Modular compensate its former employees and to fix its pay practices. Even though I understood that joining a lawsuit is a public record and could stigmatize me and may affect my future employability because employers do not like to hire employees who have filed lawsuits against their prior employers, I accepted that burden for the benefit of other employees of JTS Modular. Indeed, if I had not sought legal representation to enforce California's labor laws, I do not believe my former co-workers of JTS Modular and California's Labor and Workforce Development Agency ("LWDA"), which I understand receives a portion of the proposed settlement, would receive any of these funds. Without counsel and my assistance, I do not believe we would have gotten the proposed settlement.

9. After the lawsuit was filed, I continued to work closely with my lawyers. I helped respond to written discovery from JTS Modular and gathered any documents I had from my employment. I also prepared and sat for my deposition. I worked with my lawyers to prepare for the mediation and was available that day for any questions that arose. I spent time discussing the proposed settlement with my attorneys. I wanted to understand everything before I signed it. I believed I represented the aggrieved employees and the LWDA to the best of my ability and put the interests of the aggrieved employees ahead of my own. I estimate that I have spent 35 to 40 hours on this case.

10. I understand that my attorneys will request that the Court award me an enhancement award of \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 enhancement award is not contingent upon me supporting the proposed Settlement.

I declare under penalty of perjury under the laws of the United States and state of California that the foregoing is true and correct. Executed on Mar 16, 2022 at Bakersfield, California.

JAIME CAZARES, V.
Jaime cazares (Mar 16, 2022 15:36 PDT)

Jaime Cazares Vargas