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Attorneys for Plaintiff
JOSE GARCIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JOSE GARCIA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

TURN KEY SCAFFOLD, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No. 37-2020-00021177-CU-OE-CTL

*[Case assigned for all purposes to the Hon. Kenneth
J. Medel, Dept. C-66]*

**COMPENDIUM OF DECLARATIONS IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 8, 2021
Time: 9:30 a.m.
Dept.: C-66

Action Filed: June 19, 2020
Trial Date: None Set

1 With respect to the declarations and supporting exhibits cited in Plaintiff Jose Garcia's Motion
2 for Preliminary Approval of Class Action Settlement ("PA Motion"), the following are hereby
3 concurrently filed with the tribunal:

4 Exhibit 1: Declaration of Scott M. Lidman filed in support of Plaintiff's PA
5 Motion.

6 Exhibit 1 to Lidman Decl.: Stipulation of Settlement

7 Exhibit 2: Declaration of Elizabeth Nguyen filed in support of Plaintiff's PA Motion.

8 Exhibit 3: Declaration of Milan Moore filed in support of Plaintiff's PA Motion.

9 Exhibit 4: Declaration of Paul K. Haines filed in support of Plaintiff's PA Motion.

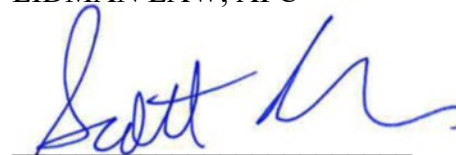
10 Exhibit 5: Declaration of Plaintiff Jose Garcia filed in support of Plaintiff's PA Motion.

11 Exhibit 6: Declaration of Jodey Lawrence of Phoenix Class Action Administration Solutions filed
12 in support of Plaintiff's PA Motion.

13
14 Dated: April 29, 2021

Respectfully Submitted,
LIDMAN LAW, APC

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17 By:



18 Scott M. Lidman
19 Attorney for Plaintiff
20 JOSE GARCIA
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EXHIBIT 1

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100, inclusive,

Defendants.

Case No. 37-2020-00021177-CU-OE-CTL

*[Case assigned for all purposes to the Hon. Kenneth
J. Medel, Dept. C-66]*

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 8, 2021
Time: 9:30 a.m.
Dept.: C-66

Action Filed: June 19, 2020
Trial Date: None Set

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the
3 named Plaintiff Jose Garcia (“Plaintiff”) and the proposed Settlement Class in the above-captioned
4 matter. I am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law
9 firm of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on employment
11 litigation. In September 1998, I began working as an associate attorney at the international law firm of
12 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm
13 in the world exclusively devoted to representing management in employment, employee benefits and
14 labor law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which
16 was at the time one of the largest international firms in the world. During my employment at Jones
17 Day, I worked exclusively in the labor and employment department. In or around 2003, I went to work
18 at the law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In
19 2008, I returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the
20 end of 2017, I practiced exclusively labor and employment law, with a strong emphasis and most of my
21 time working on wage and hour class actions venued in both state and federal courts. During that time
22 and my legal career in general, I also worked on a number of single and multi-plaintiff wage and hour
23 matters as well.

24 5. During my employment at Littler Mendelson, I played a significant role in the class
25 actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In
26 particular, I received a wide-array of wage and hour class action experience performing the following
27 types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court
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1 to federal court; drafting and responding to written discovery; drafting and opposing discovery related
2 motions; arguing discovery related motions; drafting motions to consolidate related matters;
3 interviewing putative class members and obtaining declarations in connection with class certification;
4 drafting oppositions to motions for class certification; drafting motions for decertification following
5 class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted
6 claims, the likelihood of prevailing at class certification and potential damages resulting from such
7 claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named
8 plaintiffs and putative class members; deposing retained expert witnesses; and defending the depositions
9 of corporate witnesses. I also was involved in the negotiations and settlements of many large wage and
10 hour class actions. In short, I played an integral role in all aspects of litigation from the inception of a
11 matter through and beyond class certification. I also supervised the work of several junior attorneys
12 who were staffed on the same wage and hour class actions.

13 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
14 actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 15 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
16 States District Court, Central District of California, Honorable Gary Klausner,
17 presiding¹.
- 18 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California
19 Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 20 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
21 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 22 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California
23 Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- 24 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
25 United States District Court, Central District of California, Honorable Percy
26 Anderson, presiding.

27 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of
28 Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
14 KSC, United States District Court, Southern District of California.⁴
- 15 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
16 of Solano, Honorable Paul Berman, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 23
- 24
- 25

26 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal
27 and the California Supreme Court.

28 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
2 States District Court, Central District of California, Honorable Margaret Morrow,
3 presiding.
- 4 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
5 States District Court, Central District of California, Honorable Margaret Morrow,
6 presiding.
- 7 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
8 States District Court, Southern District of California, Honorable John A.
9 Houston, presiding.
- 10 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
11 District Court, Central District of California, Honorable Margaret Morrow,
12 presiding.
- 13 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
14 District Court, Central District of California, Honorable Margaret Morrow,
15 presiding.
- 16 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
17 States District Court, Northern District of California.
- 18 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
19 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
20 presiding.
- 21 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
22 Court, County of Santa Clara.
- 23 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior
24 Court, County of Los Angeles, Honorable Terry Green, presiding.
- 25 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
26 Court, County of San Francisco.

1 ► *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
2 Court, Northern District of California, Honorable Richard Seeborg, presiding.

3 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
4 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily
5 wage and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder
6 of Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
7 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-
8 five (65) wage and hour class actions filed in State courts throughout California, with several of them
9 having been removed to Federal courts. I believe that my professional experience renders me more than
10 qualified to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum
11 wages, meal and rest period violations, and derivative penalty claims. Not only have I litigated dozens
12 of wage and hour cases throughout my career involving similar claims, including the wage and hour
13 class actions identified above, I have litigated similar claims from both plaintiff and defense
14 perspectives. As a result, I am able to realistically assess and evaluate the facts and legal arguments
15 that can be made in pursuit and defense of similar wage and hour claims, as well as those facts and
16 arguments in support and in opposition to class certification. Consequently, I am able to appreciate the
17 significant risks, uncertainties, and delay involved in wage and hour class action litigation.

18 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
19 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
20 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
21 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
22 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
23 William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412,
24 California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina*
25 *v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles,
26 Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case
27 No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F.

Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

9. As co-lead counsel for Plaintiff Garcia and the proposed Settlement Class, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

1 10. Defendant Turn Key Scaffold, LLC (hereinafter “Turn Key” or “Defendant”) provides
2 scaffolding services to its clients, including without limitation, the United States Navy. On June 19,
3 2020, Plaintiff filed a putative class action complaint against Turn Key in San Diego County Superior
4 Court. On August 28, 2020, Plaintiff filed a First Amended Class and Representative Action
5 Complaint. Plaintiff’s primary allegations are that Turn Key: (1) failed to pay all overtime wages
6 owed; (2) failed to pay all minimum wages owed; (3) made unlawful deductions from earned wages;
7 (4) failed to pay all prevailing wages; (5) failed to provide all legally required meal periods; (6) failed
8 to authorize and permit all legally required rest periods; (7) failed to provide accurate, itemized wage
9 statements; (8) failed to indemnify all necessary business expenses; (9) failed to pay all wages upon
10 termination; (10) engaged in unlawful business practices; and (11) is liable for civil penalties under the
11 Labor Code Private Attorneys General Act of 2004 (“PAGA”).

12 11. After agreeing to participate in an early mediation, Turn Key informally produced a
13 sampling of timekeeping and payroll data for the putative class, as well as a putative class list with hire
14 and termination dates and other relevant documents and information relevant to the claims alleged.
15 After the detailed review of the time and payroll records and other documents and policies produced
16 by Turn Key, Class Counsel drew on their extensive experience in similar cases to assess the strengths
17 and weaknesses of Plaintiff’s case. This discovery allowed the parties to assess the merits and value
18 of Plaintiff’s claims and Turn Key’s defenses thereto, if a settlement could not be reached.

19 12. On December 1, 2020, after extensive research and analysis, a full-day mediation was
20 held with Steven Mehta, Esq., a well-respected wage and hour class action mediator. During
21 mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification
22 of Plaintiff’s claims, the legal basis for the claims and defenses, and Turn Key’s financial condition
23 and ability to pay a class-wide settlement, which was impacted by the COVID-19 pandemic. The
24 Parties were unable to reach a settlement at mediation.

25 13. After the Parties’ unsuccessful mediation, Turn Key filed a Petition to Compel Arbitration
26 and Stay Proceedings, contending that Plaintiff was subject to an arbitration agreement and also that
27 he signed a stand-alone class action waiver that would prevent adjudication of the claims on a class-
28

1 wide basis. Additionally, Turn Key produced information and records to show its financial condition
2 which it contended was in very poor shape due to the shutdown necessitated by the pandemic. As a
3 result, Plaintiff's counsel retained a forensic accountant to conduct an analysis to verify Turn Key's
4 financial condition, where it was determined that Turn Key was indeed in a very poor financial
5 condition.⁶ Ultimately, the parties agreed in principle on a class-wide resolution. In the weeks that
6 followed, the parties finalized and executed the Stipulation of Settlement ("Settlement"). A true and
7 correct copy of the Settlement is attached hereto as **Exhibit 1**. The Notice of Pendency of Class Action
8 and Proposed Settlement is attached as Exhibit A to the Settlement.

9 14. The monetary terms of the Settlement are summarized below:

10	Gross Settlement Amount ("GSA"):	\$175,000.00
11	Minus Court-approved attorneys' fees (1/3 of GSA):	\$58,333.33
12	Minus Court-approved, verified costs (up to \$15,000.00):	\$15,000.00
13	Minus Court-approved Class Representative Service Award:	\$7,500.00
14	Minus Settlement Administration Costs:	\$10,000.00
15	Minus PAGA payment to the LWDA:	\$7,500.00
16	Minus Estimate of Employer's Payroll Taxes	\$2,770.35- \$3,655.85⁷
17	Net Settlement Amount ("NSA"):	\$73,010.82- \$73,896.32

18 15. According to Turn Key, there are approximately 320 total Settlement Class members
19 defined as:

20 All current and former non-exempt, hourly employees of Defendant Turn Key Scaffold,
21 LLC who worked for Defendant in California at any time from April 6, 2016 through June
22 30, 2021.

23 Thus, the average Individual Settlement Payment (assuming all Settlement Class members worked the
24

25 ⁶ Following Turn Key's representation of its financial condition, it turned over its financials to Plaintiff's retained
26 forensic accountant, Keith Messerschmidt, who opined that Turn Key could not afford to pay any larger amount
27 without substantially impacting its ability to continue operating on a go-forward basis. Lidman Decl., ¶13,
28 footnote 6. Should the Court wish to review a declaration from Mr. Messerschmidt attesting to these facts, such
declaration could either be filed *in camera* or filed under seal, at the Court's request.

⁷ The estimate of the employer's side of payroll taxes was determined using a low estimate based on the lowest
payroll tax rate of 9.51% and a high estimate based on the highest payroll tax of 14.45%.

1 same length of time) is projected to be approximately \$228.16-\$230.93.⁸

2 16. Settlement Class members' claims arise from Turn Key's common, uniform policies
3 and practices that applied to Settlement Class members during the class period. Specifically, Plaintiff
4 alleged that Turn Key's common and uniform policies and practices resulted in the following
5 violations: (1) failure to pay all overtime wages owed; (2) failure to pay all minimum wages owed; (3)
6 unlawful deductions from earned wages; (4) failure to pay all prevailing wages; (5) failure to provide
7 all legally required meal periods; (6) failure to authorize and permit all legally required rest periods;
8 (7) failure to provide accurate, itemized wage statements; (8) failure to indemnify all necessary
9 business expenses; (9) failure to pay all wages upon termination; (10) unlawful business practices; and
10 (11) liability for civil penalties under the PAGA.

11 17. As described in the accompanying Motion for Preliminary Approval, Plaintiff alleges
12 that he and Settlement Class members were not fully compensated for all of their time worked.
13 Specifically, Plaintiff alleges Turn Key would keep track of his hours and the hours of the other non-
14 exempt employees, and would unlawfully shave their work time and/or round their work time such that
15 they would not be fully paid for all time worked. Plaintiff also alleges that this time shaving and/or
16 rounding practice utilized by Turn Key was not-even handed over time and would almost exclusively
17 round and shave in Turn Key's favor such that the employees were routinely underpaid for their time
18 worked. Further, Plaintiff alleges that he and other non-exempt employees were not paid for
19 compensable time worked traveling from job worksites to and/or from Turn Key's yard. Plaintiff
20 estimates he and other non-exempt employees were underpaid approximately 15 minutes per shift, or
21 approximately 1.25 hours per workweek as a result of Turn Key's timekeeping policies and practices.
22 Accordingly, Plaintiff calculated Turn Key's maximum exposure for unpaid wages at \$300,100.00
23 ((10,623 workweeks x 1.25 hours per workweek x \$11.30 (average minimum wage) + \$150,050.00
24 (liquidated damages)).

25 18. Turn Key contends that it compensated Settlement Class members for all of their time
26 worked and the employees executed arbitration agreements and class action waivers. Turn Key also

27 ⁸ This amount includes the PAGA allocation for each Settlement Class member and depends on the employer's
28 actual payroll tax rate.

1 contends that its rounding practices were lawful, and any unpaid time was *de minimis* and therefore
2 non-compensable. Turn Key further asserts that Plaintiff would be unable to certify this class given
3 the individualized inquiries that would be required, and also that Turn Key's rounding mechanism was,
4 according to it, allegedly facially neutral. In light of these defenses, Plaintiff discounted the maximum
5 exposure by 65% for the risk of non-certification, and an additional 60% to account for Turn Key's
6 defenses on the merits, to arrive at an estimated exposure of \$42,014.

7 19. Plaintiff alleges that he and Settlement Class members were not provided with all
8 legally-required off-duty first meal periods beginning before the end of the fifth hour of work.
9 Specifically, Plaintiff alleges Turn Key had a policy and practice of not keeping track of Plaintiff's
10 actual time worked. Further, due to his job duties, Plaintiff alleges he was often prevented from taking
11 meal periods that commenced before the end of the 5th hour of work and/or which were at least 30
12 minutes in length. Moreover, from the records produced by Turn Key, Turn Key maintained a policy
13 and practice of automatically deducted thirty minutes from Plaintiff and other non-exempt employees'
14 work time for purported meal periods, regardless of whether a meal period was actually taken.
15 Accordingly, Plaintiff estimates there was at least one meal period violation during every shift over 6
16 hours during the relevant time period. Therefore, Plaintiff calculated Turn Key's maximum exposure
17 for the alleged meal period violations at approximately \$1,425,993 ((10,623 workweeks x 5 shifts/week
18 x \$22.21 average hourly rate) + (4,436 workweeks with auto deduction x 5 shifts/week x .50 (30 minute
19 auto-deducted) x \$22.21 (average hourly rate)).

20 20. Turn Key counters that it has always provided non-exempt employees with an
21 opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in
22 employee timekeeping records, if any, were solely the result of employee choice, rather than any policy
23 or practice of Defendant. Turn Key points out that it is only required to "provide" the opportunity to
24 take meal periods, not "ensure" meal periods are taken, and that they have always done so. Finally,
25 Turn Key contends that class action waivers will prevent certification, and also that Plaintiff's meal
26 period claim is not suited for class certification, since individual inquiries would be required to assess
27 which employees took non-compliant meal periods, how many meal periods were non-compliant or
28

missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal period during a particular shift. Accordingly, Plaintiff discounted the maximum exposure by 65% for the risk of non-certification, and an additional 65% to account for Turn Key's defenses on the merits to arrive at an estimated exposure of \$174,684.14.

21. Plaintiff alleges that he and Settlement Class members were also not authorized and permitted to take all required rest periods due to Turn Key's rest period policies and practices that fail to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*. Specifically, Plaintiff alleges that as a result of the work demands imposed by Turn Key, he was prevented from taking his rest periods. Further, Turn Key maintains a facially unlawful rest period policy in their employee handbook, stating, "[a]s part of orientation, each employee signed a consent whereby the break periods and the rest breaks are merged such that each employee receives a full hour for meal period, of which only 30 minutes is off the clock." From the records produced by Turn Key, 100% of the shifts worked were in excess of 3.5 hours. Accordingly, Plaintiff calculated Turn Key's maximum exposure for rest period violations at \$1,179,684 (10,623 workweeks x 5 shifts over 3.5 hours/week x \$22.21 average hourly rate).

22. Turn Key contends it has always maintained and enforced lawful rest period policies and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest periods in compliance with California law. Turn Key also contends that its employees voluntarily chose to waive their rest breaks in exchange for an hour lunch. Further, Turn Key argues that Plaintiff's rest period claim is inherently unsuited for class treatment because there are class action waivers and because the claim requires an individualized inquiry into whether each Settlement Class Member was in fact authorized and permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-trials. Accordingly, Plaintiff discounted the maximum exposure by 65% for the risk of non-certification, and an additional 60% to account for Turn Key's defenses on the merits to arrive at an estimated exposure of \$165,155.76.

23. Plaintiff alleges that failed to reimburse him and Settlement Class members for necessary business expenditures, including the use of their personal vehicle for work activities, as

required under Labor Code section 2802 and by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137. Plaintiff contends that Turn Key required Plaintiff to use his personal vehicle to visit Turn Key's clients' work sites and would unlawfully deduct from his earned wages for safety gear. Plaintiff estimates that, on average, Settlement Class members drove about 30 miles per workweek and were deducted about \$3.00 per workweek for tools. Accordingly, Plaintiff calculates Turn Key's maximum exposure for this claim at approximately \$286,688 ((10,623 workweeks x 30 miles/workweek x .56625 (average mileage reimbursement rate)) + (10,623 workweeks x \$3.00)).

24. Turn Key contends that it provided employees the opportunity to report and receive reimbursements for their mileage and they were in fact provided with tools or safety gear, and would only purchase additional gear on their own volition. Turn Key also argues that this claim is not suitable for class treatment because of the class waivers, and because it would require individualized determinations as to whether each employee used a personal vehicle or how much was deducted for tools for work related purposes and if so, how much of that use was a reasonable percentage of their individual monthly expenses and mileage. Accordingly, Plaintiff discounted the maximum exposure by 70% for the risk of non-certification, and an additional 55% to account for Turn Key's defenses on the merits, to arrive at an estimated exposure of \$38,702.88.

25. Plaintiff alleges that Turn Key failed to pay the prevailing wage on public works projects. Plaintiff contends that the public works projects accounted for a small portion of Turn Key projects in California during the relevant time period, including the Rams Stadium, a three-day project, and only approximately 17 employees worked at their regular rate of approximately \$27.00 per hour. Plaintiff estimates these employees were underpaid at about \$10.00 per hour. Accordingly, based on this, Plaintiff estimates that Plaintiff and the other non-exempt employees were underpaid at approximately \$5,304.00 (\$10 per hour x 8 hours/day x 3 days x 17 employees).

26. Turn Key argues it has always paid employees properly on public works projects. Turn Key points out that, as noted above, there was only one prevailing wage project in California during the relevant time period, and thus potential damages for any employee are *de minimis*. Turn Key further asserts that this claim is not amenable to class certification, as individual inquiries would be

1 required to determine whether each employee on each prevailing wage project was paid the proper
2 prevailing wage, and if they were underpaid, by how much, which would devolve into a series of
3 unmanageable min-trials. As such, Plaintiff discounted the calculated exposure by 75% for a risk of
4 non-certification and an additional 70% for a risk of being unsuccessful on the merits, to arrive at an
5 estimated total of \$397.80.

6 27. Plaintiff further alleges that Turn Key issued inaccurate wage statements in violation of
7 Labor Code section 226 as a result of the alleged unpaid wages and meal and rest period premium
8 wages described above. Specifically, Plaintiff contends that this conduct violated Labor Code section
9 226(a) because the wage statements issued to Settlement Class Members did not include all hours
10 worked and the rate at which they were being paid. Plaintiff's data analysis reflected that there were
11 approximately 6,755 wage statements issued during the relevant time period. Therefore, Plaintiff
12 calculated Turn Key's maximum exposure for wage statement violations at approximately \$670,650.00
13 $((\$50.00 \times 97 \text{ current employees}) + (\$100.00 \times 6,658))$.

14 28. Turn Key argues that meal and rest period claims cannot support a claim for wage
15 statement penalties. Turn Key further argues that its alleged wage statement violations could not be
16 shown to be "knowing and intentional," and that Plaintiff cannot show that he or any other employee
17 "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code §
18 226(e) for imposition of penalties. As such, Plaintiff discounted the calculated exposure by 60% for a
19 risk of non-certification and an additional 60% for a risk of being unsuccessful on the merits, to arrive
20 at an estimated total of \$107,304.

21 29. Plaintiff alleges that Turn Key is also liable for waiting time penalties under Labor Code
22 section 203 as a result of its failure to pay all wages. Based on the data provided by Turn Key, there
23 were approximately 201 Settlement Class members who have separated their employment with Turn
24 Key during the relevant time period who could be entitled to waiting time penalties. Therefore,
25 Plaintiff calculated Turn Key's maximum exposure for waiting time penalties at approximately
26 \$1,071,410 $(201 \text{ former employees} \times \$22.21/\text{hour} \times 30 \text{ days} \times 8 \text{ hours/day})$. Turn Key asserts it has
27 strong defenses to the waiting time claim because there exist good-faith disputes as to Plaintiff's
28

underlying claims, precluding imposition of penalties. Accordingly, Plaintiff discounted the maximum exposure by 70% for the risk of non-certification, and an additional 75% to account for Turn Key's defenses on the merits, to arrive at an estimated exposure of \$80,355.75.

30. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations. Plaintiff calculated Turn Key's maximum exposure at \$675,500 (6,755 pay periods x \$100 initial violation rate).

31. Turn Key argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying claims will fail. Turn Key also maintains that, given its good faith defenses and its financial condition, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Turn Key liable for any of Plaintiff's claims. Therefore, Plaintiff discounted the maximum exposure figure by 75% for a risk of being unsuccessful on the merits, and an additional 70% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of \$50,662.50.

32. Using these estimated figures for each of the claims described above, Plaintiff predicted the realistic total recovery for the Settlement Class would be approximately \$659,276.83. The proposed settlement of \$175,000.00 therefore represents approximately 26.5% of the reasonably forecasted recovery for the Settlement Class. Further, in light of Turn Key's financial condition due to, among other things, the shutdown caused by the COVID-19 pandemic, Class Counsel believed that this was a very fair settlement. Preliminary approval is appropriate as the settlement will provide tangible monetary relief to Settlement Class members, and will still provide an average recovery to Settlement Class members of over \$200.00, which is good result in light of Turn Key's financial condition and the existence of an arbitration agreement.

33. Here, Class Counsel will also apply for an attorneys' fees award of one-third of the GSA, which is currently estimated to be \$58,333.33, and up to \$15,000.00 in verified costs reimbursement. Plaintiff submits the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. My office has incurred substantial attorney fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing Turn Key's documents and policies, analyzing Settlement Class members' timekeeping data and payroll records, preparing for and attending mediation, reviewing Turn

1 Key's financial records, engaging in months of direct settlement negotiations, negotiating and revising
2 the long-form Settlement, preparing this Motion, and otherwise litigating the case. I also anticipate
3 my office incurring future attorneys' fees in overseeing the Notice process and fielding questions from
4 Settlement Class members, preparing the final approval papers and attending the Final Approval
5 hearing.

6 34. Plaintiff has provided written approval of the split of attorneys' fees in this action: 60%
7 to Haines Law Group, APC and 40% to Lidman Law, APC.

8 35. Plaintiff will seek a service award of \$7,500.00 at the time of seeking final approval,
9 and I believe this is reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf
10 of the Settlement Class members, including the risk that he could be liable for Turn Key's costs if this
11 case was unsuccessful. Plaintiff was integral in the prosecution of this action, by, among other things,
12 providing substantial factual information and documents to Class Counsel, attending multiple meetings
13 with Class Counsel to discuss the claims and theories at issue in the litigation, and otherwise actively
14 participating in the prosecution of their claims.

15 36. Although the parties engaged in some formal discovery and significant informal
16 discovery throughout this action, the parties still had significant discovery to complete in formal
17 litigation had the matter not settled. Moreover, Plaintiff still had to file for class certification, and faced
18 the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or an adverse
19 summary judgment ruling. Even if the classes sought to be certified by Plaintiff were in fact certified,
20 the parties would incur considerably more attorneys' fees and costs through a possible decertification
21 motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.

22 37. Plaintiff will serve the Motion for Preliminary Approval and proposed Settlement
23 Agreement on the LWDA on the same date he files his Motion for Preliminary Approval.

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 April 29, 2021 at El Segundo, California.

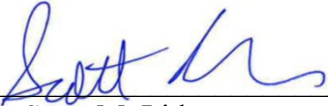
26
27 
28 Scott M. Lidman

EXHIBIT 1

EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Jose Garcia (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Turn Key Scaffold, LLC. (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC (collectively, “Class Counsel”). Defendant is represented by James M. Peterson and Kevin L. Wheeler of Higgs Fletcher & Mack LLP.

On June 19, 2020, Plaintiff filed a Complaint against Defendant in San Diego County Superior Court, in the matter entitled *Jose Garcia v. Turn Key Scaffold, LLC*, Case No. 37-2020-00021177 (the “Action”). On August 28, 2020, Plaintiff filed a First Amended Complaint alleging the following claims against Defendant: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) unlawful deductions from wages; (d) failure to pay all prevailing wages; (e) failure to provide meal periods, or pay premium pay for non-compliant meal periods; (f) failure to authorize and permit rest periods, or pay premium pay for non-compliant rest periods; (g) failure to provide accurate, itemized wage statements; (h) failure to indemnify all necessary business expenditures; and (i) failure to pay all wages upon termination. As a result of the foregoing alleged violations, Plaintiff contends that Defendant is further liable to Plaintiff and the Settlement Class (defined below) because it engaged in unlawful business practices pursuant to Business and Professions Code section 17200 that could have been premised on the facts, claims, causes of action or legal theories described above. Plaintiff further alleges that Defendant is liable for civil penalties pursuant to the Labor Code Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* (“PAGA”) as a result of the aforementioned alleged violations of the California Labor Code. Defendant denies Plaintiff’s claims.

The Parties conducted significant investigation and discovery of the facts and law both before and after the Action was filed. Before mediation, Defendant produced documents informally relating to its policies, practices and procedures regarding reimbursement of business expenses, paying employees for all hours worked, meal and rest break policies, payroll and operational policies, and arbitration practices. As part of the Defendant’s informal production, Plaintiff reviewed time records, pay records, and information relating to the size and scope of the Class, and data providing Plaintiff the opportunity to understand the number of workweeks in the Class Period.

In addition, the Parties engaged in thorough discussions concerning the arbitration agreements involved in this case and a motion was pending relating to Defendants position that the case belonged in an arbitral forum and that class status was not appropriate.

The Parties agree that the above-described investigation and evaluation, and the information exchanged during settlement negotiations, are more than sufficient to assess the merits of the respective Parties’ positions and to compromise the issues on a fair and equitable basis. Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class, aggrieved employees and the State of California. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt, hourly employees of Defendant Turn Key Scaffold, LLC who worked for Defendant in California at any time from April 6, 2016 through June 30, 2021.

For purposes of this Settlement Agreement, the “Class Period” shall mean the time period of April 6, 2016 through June 30, 2021.

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **PAGA Employees.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the following definition of PAGA Employees:

All current and former non-exempt, hourly employees of Defendant Turn Key Scaffold, LLC who worked for Defendant in California at any time from April 6, 2019 through June 30, 2021.

For purposes of this Settlement Agreement, the “PAGA Period” and release under the PAGA shall mean the time period between April 6, 2019 through June 30, 2021.

3. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who timely and properly submit a Request for Exclusion as set forth below) will fully and forever completely release and discharge Defendant, and all of its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the “Released Parties”), as follows:

- A. Settlement Class Members’ Release: Settlement Class members and Plaintiff will release all claims, demands, rights, liabilities and causes of action that were pled in the First Amended Complaint in the Action, or which could have been pled in the First Amended Complaint in the Action based on the factual allegations therein, that arose during the Class Period including but not limited to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) unlawful deductions from wages; (d) failure to pay all prevailing wages; (e) failure to provide meal periods, or pay premium pay for non-compliant meal periods; (f) failure to authorize and permit rest periods, or pay premium pay for non-complaint rest periods; (g) failure to provide accurate, itemized wage statements; (h) failure to indemnify all necessary business expenditures; (i) failure to timely pay wages upon separation of employment; and (j) all claims for unfair

business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the “Released Claims”).

- B. The time period for the release of the Released Claims shall be the same time period as the Class Period.
- C. PAGA Release: PAGA Employees, including Plaintiff, will release and forever discharge all claims, demands, rights, liabilities and causes of action for penalties or other remedies under California Labor Code Private Attorneys General Act of 2004 against the Released Parties based on (as alleged in the letter to the Labor & Workforce Development Agency (“LWDA”) dated June 23, 2020 and the First Amended Complaint for: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) unlawful deductions from wages; (d) failure to pay all prevailing wages; (e) failure to provide meal periods, or pay premium pay for non-compliant meal periods; (f) failure to authorize and permit rest periods, or pay premium pay for non-complaint rest periods; (g) failure to provide accurate, itemized wage statements; (h) failure to indemnify all necessary business expenditures; and (i) failure to timely pay wages upon separation of employment (collectively, “PAGA Released Claims”). The PAGA Period and the time period of the PAGA Released Claims is defined as the time period of April 6, 2019 through June 30, 2021 (“PAGA Period”).
- D. In light of the Class Representative Service Award, Plaintiff agrees to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, which includes waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

- E. Notwithstanding the above, nor anything else in this Settlement, the waiver and release in this Settlement does not apply to (i) those rights that as a matter of law cannot be waived, including, but not limited to, workers’ compensation claims, pending or otherwise and/or benefits to be received by Plaintiff in workers’ compensation pursuant to the jurisdiction of workers’ compensation; and (ii) rights or claims arising out of this Settlement.
- F. The releases identified herein will only be effective on the date that Defendant fully funds the Gross Settlement Amount.

4. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a “Gross Settlement Amount” of One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators (or other mutually agreeable alternative Settlement Administrator) as the “Settlement Administrator” to administer this Settlement. All administrative costs shall be paid from the Gross Settlement Amount.
- B. With the exception of the Settlement Administrator’s fees, if required by the Settlement Administrator, the Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit of participating Settlement Class members. Defendant agrees to deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days after the “Effective Date” which is defined as the latter of: (a) the Court’s final approval of the settlement if no objections by or on behalf of Settlement Class members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Ten Thousand Dollars and Zero Cents (\$10,000.00);
 - (3) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff’s Class Representative Service Award, in recognition of his contributions to the Action, and his service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and this Settlement shall remain binding;
 - (4) Up to one-third of the Gross Settlement Amount in Class Counsel’s attorneys’ fees [estimated to be Fifty-Eight Thousand Three Hundred Thirty Three Dollars and Thirty-Three Cents (\$58,333.33), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Fifteen Thousand Dollars and Zero Cents (\$15,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys’ fees and/or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
 - (5) Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Seven

Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

- (6) All payroll taxes for the Class Members to be paid to the appropriate local, state, and federal taxing authorities.
 - D. The Settlement Administrator shall also pay the Defendant’s portion of payroll taxes as the current or former employer (including the employer’s payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Settlement Administrator will calculate the amount of the Class Members’ and Defendant’s portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.
 - E. **Workweeks Representation:** Defendant represents that as of April 14, 2021 there are an estimated 11,695 workweeks worked by approximately 320 Class Members during the Class Period.
5. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Settlement Award”) from the Settlement. Settlement Awards will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiff’s Class Representative Service Award, the Settlement Administrator’s fees and expenses for administration, all payroll taxes, and the amount designated as PAGA civil penalties payable to the LWDA. The remaining amount shall be known as the “Net Settlement Amount.”
 - B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Settlement Award based on the following formula:
 - i. The Net Settlement Amount shall be allocated to Settlement Class members who worked during the Class Period, as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of workweeks worked as a non-exempt employee during the Class Period, the numerator of which is the Settlement Class member’s total workweeks worked as a non-exempt employee during the Class Period, and the denominator of which is the total workweeks worked as non-exempt employees by all Settlement Class members (who do not opt out) who worked during the Class Period.
 - C. PAGA Amount: Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above. Each PAGA Employee shall receive a portion of the PAGA

Amount proportionate to the number of workweeks that he or she worked during this PAGA Period which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of workweeks worked as a non-exempt employee during this time period, and the denominator of which is the total number of workweeks worked by all PAGA Employees.

- D. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.
- E. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Seventy-five percent (67%) as penalties and interest; and Thirty-Three percent (33%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Each Settlement Class member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- F. Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California Secretary of State- Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member.

6. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be Fifty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$58,333.33). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections.

Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

7. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for his time and risk in prosecuting this case, and his service to the Settlement Class. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

8. **Settlement Administrator.** Defendant will not object the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be paid by Defendant separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class members.

9. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Milan Moore and Elizabeth Nguyen of Lidman Law, APC as Class Counsel;
- C. Appointing Jose Garcia as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice of Pendency of Class Action and Settlement ("Class Notice"), a draft of which is attached hereto as **Exhibit A**, and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fifteen (15) calendar days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, positions held, the number of workweeks worked (or information allowing the Settlement Administrator to calculate same) as a non-exempt employee by each Settlement Class member while employed during the Class Period and PAGA Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Class Notice to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Class Notices (the "Response Deadline").
 - i. The Class Notice shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.
 - ii. The Parties agree there is no statutory or other right for any Settlement Class member to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement. A Settlement Class member who submits a valid and

timely Request for Exclusion shall still receive his or her proportionate share of the PAGA Amount.

- iii. If over seven and one half percent (7.5%) of the Settlement Class submit requests for exclusion, Defendant, at its sole option, may nullify the Settlement within thirty (30) days after expiration of the Response Deadline.
- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by mailing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel). Class Counsel shall file any objections with the Court. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence, if any; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing in person or virtually irrespective of whether they submitted any written objections.
- E. Notice of Settlement Award / Disputes. Each Class Notice mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as the Settlement Class member's number of pay periods worked as a non-exempt employee during the Class Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. If a resolution cannot be reached by and among the Parties and the Settlement Administrator, the Court will render all final decisions on disputes.
- F. Any Class Notices returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Class Notice. If an updated mailing address is identified before the Response Deadline, the Settlement Administrator shall resend the Class Notice to the Settlement Class member immediately, and in any event within three (3) business days of obtaining

the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Class Notices are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Class Notices that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Class Notice is returned to the Settlement Administrator more than once before the Response Deadline, the Settlement Administrator shall continue to make reasonable efforts to obtain an updated mailing address. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

11. **No Solicitation of Objection or Request for Exclusion.** Neither the Parties nor their respective counsel have solicited or will solicit or otherwise encourage directly or indirectly any Settlement Class member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

12. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769 and posting notice of the judgment on a static website created and maintained by the Settlement Administrator.

If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Service Award, Attorney Fee Award, or cost award will not constitute a material modification to the Settlement within the meaning of this paragraph.

13. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. In particular, but without limiting the generality of the foregoing,

nothing about this Settlement Agreement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties, and it shall not be construed as or deemed to be evidence of, or an admission or concession that the any Settling Class member has suffered any damage. In fact, Defendant specifically denies any liability or wrongdoing of any sort regarding the claims alleged. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

14. **Non-disclosure and Non-publication.** Prior to the filing of the Motion for Preliminary Approval, Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on their respective websites but may not include the name(s) of any of the Parties, or the case name or case number of the Action.

15. **Legal Developments.** The Parties agree that Plaintiff will submit to the Court a motion for preliminary approval of this Settlement containing all of the terms and conditions contained herein notwithstanding any new legal developments regarding the Released Claims.

16. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

17. **Attorneys' Fees:** In the event of any dispute arising out of the interpretation, performance, or breach of any provision of this Settlement Agreement, the prevailing party in such dispute(s) shall be entitled to recover her and/or its reasonable attorneys' fees and costs incurred arising from such dispute.

18. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant:	James M. Peterson and Kevin L. Wheeler of Higgs Fletcher & Mack LLP, 401 West "A" Street, Suite 2600, San Diego, California 92101-7913; peterson@higgslaw.com and wheelerk@higgslaw.com
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if to Plaintiff:

Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, California 90245; slidman@lidmanlaw.com, mmoore@lidmanlaw.com and enguyen@lidmanlaw.com

Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com

19. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

20. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

21. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED:

DEFENDANT TURN KEY SCAFFOLD, LLC

By:  on behalf of Turn Key Scaffold.
Managing Member

Its: _____

DATED:

PLAINTIFF JOSE GARCIA

By: _____

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 4/27/21

HIGGS FLETCHER & MACK LLP

By: 
Kevin L. Wheeler
Attorneys for Defendant Turn Key Scaffold,
LLC

DATED:

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiff Jose Garcia

DATED:

LIDMAN LAW, APC

By: _____
Scott M. Lidman
Attorneys for Plaintiff Jose Garcia

if to Plaintiff:

Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, California 90245; slidman@lidmanlaw.com, mmoore@lidmanlaw.com and enguyen@lidmanlaw.com

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DATED:

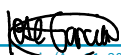
DEFENDANT TURN KEY SCAFFOLD, LLC

By: _____

Its: _____

DATED: Apr 21, 2021

PLAINTIFF JOSE GARCIA

By:  _____
Jose Garcia (Apr 21, 2021 19:45 PDT)

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

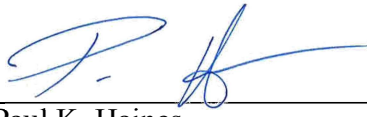
DATED:

HIGGS FLETCHER & MACK LLP

By: _____
Kevin L. Wheeler
Attorneys for Defendant Turn Key Scaffold,
LLC

DATED: 4/21/2021

HAINES LAW GROUP, APC

By:  _____
Paul K. Haines
Attorneys for Plaintiff Jose Garcia

DATED: 4/21/2021

LIDMAN LAW, APC

By:  _____
Scott M. Lidman
Attorneys for Plaintiff Jose Garcia

EXHIBIT A

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

JOSE GARCIA,

Plaintiff,

vs.

TURN KEY SCAFFOLD, LLC, a California limited liability company; and Does 1 through 100,

Defendants.

Case No. 37-2020-00021177-CU-OE-CTL

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

To: All current and former non-exempt, hourly employees of Defendant Turn Key Scaffold, LLC who worked for Defendant in California at any time from April 6, 2016 through June 30, 2021. Collectively, these employees will be referred to as "Settlement Class members."

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Jose Garcia v. Turn Key Scaffold, LLC*, Case No. 37-2020-00021177-CU-OE-CTL (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

Defendant's records show that you were employed by Turn Key Scaffold, LLC ("Turn Key" or "Defendant") as a non-exempt employee in California between April 6, 2016 and June 30, 2021. For purposes of this Settlement Agreement, the "Class Period" shall mean the time period of April 6, 2016 through June 30, 2021.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Jose Garcia ("Plaintiff") brought this Lawsuit against Defendant, seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for Defendant in California at any time beginning April 6, 2016. Plaintiff is known as the "Class Representative," and his attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

The Lawsuit alleges that Turn Key failed to provide Settlement Class members all minimum, overtime, and/or prevailing wages, failed to provide all legally required meal periods, failed to authorize and permit all legally required rest periods, unlawfully deducted from earned wages, and failed to reimburse necessary business expenses. As a result of the foregoing alleged violations, Plaintiff also alleges that Turn Key failed to provide accurate, itemized wage statements, failed to pay all wages upon termination of employment, engaged in unfair business practices and is liable for civil penalties under the California Labor Code Private Attorney General Act ("PAGA").

Turn Key denies that it has done anything wrong or that it violated the law. Turn Key further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the

Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Turn Key, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Turn Key; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, the Parties avoid additional expense, inconvenience, the inherent risk and costs of a trial, and the delays and uncertainties associated with litigation. The Settlement was reached after mediation and arm's-length negotiations between the parties where Turn Key provided relevant information to Class Counsel.

If you are still employed by Turn Key, your decision about whether to participate in the Settlement will not affect your employment. California law and Turn Key's policies strictly prohibit unlawful retaliation. Turn Key will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff/Settlement Class Members: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth Nguyen enguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Defendant Turn Key Scaffold, LLC: HIGGS FLETCHER & MACK LLP James M. Peterson (SBN 137837) Peterson@Higgslaw.com Kevin L. Wheeler (SBN 207662) wheelerk@higgslaw.com 401 West "A" Street, Suite 2600 San Diego, CA 92101-7913 Tel: 619.236.1551 Fax: 619.696.1410
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What are the terms of the Settlement?

On [INSERT DATE OF PRELIMINARY APPROVAL], the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Turn Key in California at any time from April 6, 2016 through June 30, 2021. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay \$175,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, attorneys' fees and expenses, payment to the

Labor Workforce Development Agency ("LWDA"), settlement administration costs, Turn Key's share of payroll taxes, and the Class Representative's Service Award.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be \$58,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$15,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount of \$7,500.00, to compensate him for his service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$10,000.00 for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act ("PAGA"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or \$7,500.00 will be payable to the LWDA, and the remaining twenty-five percent (25%), or (\$2,500.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

Employer's Share of Payroll Taxes. Turn Key's share of payroll taxes associated with any wage payments to Settlement Class members is currently estimated to be approximately _____.

Calculation of Individual Settlement Class Members' Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$ _____, to be shared among an estimated 320 Settlement Class members. The NSA will be divided as follows:

- (i) The Net Settlement Amount shall be allocated to Settlement Class members who worked during the Class Period, as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of workweeks worked as a non-exempt employee during the Class Period, the numerator of which is the Settlement Class member's total workweeks worked as a non-exempt employee during the Class Period, and the denominator of which is the total workweeks worked as non-exempt employees by all Settlement Class members (who do not opt out) who worked during the Class Period.
- (ii) In addition, Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during this PAGA Period which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of workweeks worked as a non-exempt employee during this time period, and the denominator of which is the total number of workweeks worked by all PAGA Employees.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion.

Payment by Defendant of Gross Settlement Amount. With the exception of the Settlement Administrator's fees, if required by the Settlement Administrator, the Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit of participating Settlement Class members. Defendant agrees to deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days after the "Effective Date" which is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Settlement Class members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

Each member of the Settlement Class who receives a Settlement Award must cash the check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members who checks were not cashed within 180 days after mailing will be submitted to the California Secretary of State-Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member.

Allocation and Taxes. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Sixty-seven percent (67%) as penalties and interest; and Thirty-Three percent (33%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will fully and forever completely release and discharge Defendant, and all of its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that were pled in the First Amended Complaint in the Action, or which could have been pled in the First Amended Complaint in the Action based on the factual allegations therein, that arose during the Class Period including but not limited to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) unlawful deductions from wages; (d) failure to pay all prevailing wages; (e) failure to provide meal periods, or pay premium pay for non-compliant meal periods; (f) failure to authorize and permit rest periods, or pay premium pay for non-complaint rest periods; (g) failure to provide accurate, itemized wage statements; (h) failure to indemnify all necessary business expenditures; (i) failure to timely pay wages upon separation of employment; and (j) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the Class Period.

PAGA Release and PAGA Employees. If the Court approves the Settlement, all PAGA Employees will release the Release Parties from all claims, demands, rights, liabilities and causes of action for penalties or other remedies under California Labor Code Private Attorneys General Act of 2004 against the Released Parties based on (as alleged in the letter to the Labor & Workforce Development Agency ("LWDA") dated

June 23, 2020 and the First Amended Complaint for: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) unlawful deductions from wages; (d) failure to pay all prevailing wages; (e) failure to provide meal periods, or pay premium pay for non-compliant meal periods; (f) failure to authorize and permit rest periods, or pay premium pay for non-complaint rest periods; (g) failure to provide accurate, itemized wage statements; (h) failure to indemnify all necessary business expenditures; and (i) failure to timely pay wages upon separation of employment (collectively, "PAGA Released Claims").

The time period of the PAGA Released Claims is defined as the time period of April 6, 2019 through June 30, 2021 (PAGA Period")

The Parties acknowledge that under the release, the right of the LWDA to investigate the released PAGA claims is not released, but Released Claims do include any claims for penalties by a Class Member as a result of any such LWDA investigation, and Class Members are waiving their right to act as a private attorney general as to the Released Claims.

You cannot submit a Request for Exclusion from the PAGA Release.

The release identified herein shall be effective following Defendant's payment of the Gross Settlement Amount in full.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of individual workweeks you worked during the Class Period (as explained above).. Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount is \$_____. This is based on Turn Key records showing:

- (a) You worked a total of _____ workweeks for Turn Key during the period April 6, 2016 through June 30, 2021; and
- (b) You worked a total of _____ workweeks for Turn Key during the period April 6, 2019 through June 30, 2021.

If you dispute the above information from Turn Key's records, Turn Key's records will control unless you are able to provide documentation that establishes that Turn Key's records are mistaken. If there is a dispute about whether Turn Key's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

What other options do I have?

Dispute Information in Notice of Settlement Award. If you disagree with the information in this Notice, you may submit a dispute, along with any supporting documentation, in accordance with the procedures set forth herein. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE GARCIA V. TURN KEY LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement.

If you submit a Request for Exclusion, you will only be excluded from the Released Claims. You cannot submit a Request for Exclusion from the PAGA Release. You will receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you were employed between April 6, 2019 and June 30, 2021.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections must be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>.

Whether or not you submit a written objection, if you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department C-66 of San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. You have the right to appear either remotely, in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Jose Garcia v. Turn Key Scaffold, LLC, et al.*, San Diego County Superior Court Case No. 37-2020-00021177-CU-OE-CTL.

Any Settlement Class member who elects to appear personally at the Court for any reason related to this Lawsuit must comply with the Court's social distancing and mandatory face covering requirements, as well as any other orders related to COVID-19. All such rules and orders can be located at the Court's website: <http://www.sdcourt.ca.gov>.

For more information on how to appear remotely, please visit the Court's website at www.sdcourt.ca.gov/portal/page?_pageid=55,2053814&_dad=portal&_schema=PORTAL.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department C-66 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

Any changes to date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website (<http://.com>). Notice of the Court's final judgment will also be posted on the Settlement Administrator's website.

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, during regular court hours. Due to COVID, appointments are required for clerk's office services. Please visit the Court's website at <http://www.sdcourt.ca.gov> for information on how to make an appointment in the Clerk's Office. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, TURN KEY, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

EXHIBIT 2

EXHIBIT 2

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Attorneys for Plaintiff
JOSE GARCIA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JOSE GARCIA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

TURN KEY SCAFFOLD, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No. 37-2020-00021177-CU-OE-CTL

*[Case assigned for all purposes to the Hon. Kenneth
J. Medel, Dept. C-66]*

**DECLARATION OF ELIZABETH
NGUYEN IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 8, 2021
Time: 9:30 a.m.
Dept.: C-66

Action Filed: June 19, 2020
Trial Date: None Set

1 I, ELIZABETH NGUYEN, declare as follows:

2 1. I am a shareholder of the law firm Lidman Law, APC, and counsel for the named Plaintiff
3 Jose Garcia (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am a
4 member in good standing of the bar of the State of California and am admitted to practice in this Court.
5 I have personal knowledge of the facts stated in this declaration and could testify competently to them
6 if called upon to do so.

7 2. I am a 2005 graduate of Loyola Law School. During law school, I worked as an extern
8 for the Honorable Erithe A. Smith, U.S. Bankruptcy Court for the Central District of California. During
9 law school, I also worked as a law clerk in the Enforcement Unit of the Office of the Chief Trial Counsel
10 for the State Bar of California.

11 3. Since graduating from law school, my practice has focused almost exclusively on
12 employment litigation. In October 2007, I began working as an associate attorney at the international
13 law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the
14 “largest law firm in the world exclusively devoted to representing management in employment,
15 employee benefits and labor law matters.”

16 4. In June 2012, I left Littler Mendelson to work at the Los Angeles office of Reed Smith
17 LLP. During my employment at Reed Smith, I worked exclusively in the labor and employment
18 practice group. In June 2013, I returned to Littler Mendelson as an associate attorney, was promoted to
19 Shareholder in 2015, and was elevated to participating Shareholder in 2017. Since October 2007, my
20 practice has been and continues to be exclusively labor and employment law, with a strong emphasis
21 on wage and hour class actions venued in both state and federal courts. During this time period and my
22 legal career in general, I also worked on a number of single and multi-plaintiff wage and hour matters
23 as well. During my employment at Littler Mendelson, I was a member of its Class Action Practice
24 Group.

25 5. During my employment at Littler Mendelson, I played a significant role in the class
26 actions that I was staffed on, and was primarily responsible for managing the litigation both in my role
27 as a Senior Associate and as a Shareholder. In particular, I received a wide-array of wage and hour
28

1 class action experience performing the following types of tasks: drafting demurrers, motions to strike
2 and/or dismiss; removing actions from state court to federal court; drafting and responding to written
3 discovery; drafting and opposing discovery related motions; arguing discovery related motions; drafting
4 motions to consolidate related matters; interviewing putative class members and obtaining declarations
5 in connection with class certification; drafting oppositions to motions for class certification; conducting
6 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing
7 at class certification and potential damages resulting from such claims; drafting mediation briefs;
8 serving as the primary contact to in-house counsel; deposing named plaintiffs and putative class
9 members; deposing retained expert witnesses; and defending the depositions of corporate witnesses. I
10 also was involved in the negotiations and settlements of many large wage and hour class actions. In
11 short, I played an integral role in all aspects of litigation from the inception of a matter through and
12 beyond class certification. I also supervised the work of several associate attorneys who were staffed
13 on the same wage and hour class actions.

14 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
15 actions that I performed substantial work on while I was an Associate and/or Shareholder at Littler
16 Mendelson:

- 17 ► *Branch v. PM Realty Group, Inc.* Case No. BC575759, Los Angeles Superior
18 Court, County of Los Angeles, Honorable Ann Jones, presiding.
- 19 ► *Herrera v. Pharmavite, LLC*, Case No. BC599201, Los Angeles Superior Court,
20 County of Los Angeles, Honorable Judge Carolyn Kuhl, presiding.
- 21 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
22 States District Court, Central District of California, Honorable Judge Percy
23 Anderson, presiding.
- 24 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
25 States District Court, Central District of California, Honorable Judge Percy
26 Anderson, presiding.

- 1 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
2 Superior Court, County of Los Angeles, Honorable Judge Jane Johnson,
3 presiding.¹
- 4 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
5 Superior Court, County of Orange, Honorable Judge Thierry Patrick Colaw,
6 presiding.
- 7 ▶ *Page v. Luxottica Retail North America, Inc.*, Case No. FCS041512, California
8 Superior Court, County of Solano, Honorable Judge Paul Berman, presiding.
- 9 ▶ *Parker v. FedEx National LTL, Inc.*, Case No. 11-CV-006380-DSF-FFM, United
10 States District Court, Central District of California, Honorable Judge Dale
11 Fischer, presiding.
- 12 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
13 States District Court, Central District of California, Honorable Judge Margaret
14 Morrow, presiding.
- 15 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
16 District Court, Central District of California, Honorable Judge Margaret Morrow,
17 presiding.
- 18 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
19 California Superior Court, County of San Diego, Honorable Judge Jeffrey B.
20 Barton, presiding.
- 21 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
22 Court, County of Santa Clara.
- 23 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior
24 Court, County of Los Angeles, Honorable Judge Terry Green, presiding.
- 25 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
26 Court, County of San Francisco.

27
28 ¹ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

1 ▶ *Robertson v. FedEx National LTL, Inc.*, Case No. 09-CV-05016-DSF-FFM,
2 United States District Court, Central District of California, Honorable Judge Dale
3 Fischer, presiding.

4 ▶ *Wittman v. FedEx National LTL, Inc.*, Case No. 09-CV-03663-DSF-FFM, United
5 States District Court, Central District of California, Honorable Judge Dale
6 Fischer, presiding.

7 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to start a law
8 firm with another former Littler Mendelson Shareholder, Scott M. Lidman, to represent employees
9 with work-related claims, including primarily wage and hour claims and almost exclusively on a class-
10 action basis. I am currently a Shareholder of Lidman Law, APC. Currently, over ninety percent (90%)
11 of my practice is dedicated exclusively to the prosecution of wage and hour class actions, and I am
12 currently responsible for prosecuting over sixty-five (65) wage and hour class actions filed in State
13 courts throughout California, with several of them having been removed to Federal courts. I believe
14 that my professional experience renders me more than qualified to serve as class counsel in this lawsuit
15 involving claims of underpaid overtime and minimum wages, meal and rest period violations, and
16 derivative penalty claims. Not only have I litigated dozens of wage and hour cases throughout my
17 career involving similar claims, including the wage and hour class actions identified above, I have
18 litigated similar claims from both plaintiff and defense perspectives. As a result, I am able to
19 realistically assess and evaluate the facts and legal arguments that can be made in pursuit and defense
20 of similar wage and hour claims, as well as those facts and arguments in support and in opposition to
21 class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay
22 involved in wage and hour class action litigation.

23 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
24 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
25 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
26 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
27 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
28

1 William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412,
2 California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina*
3 *v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles,
4 Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case
5 No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F.
6 Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court,
7 County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane,*
8 *Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael
9 A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior
10 Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El*
11 *Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles,
12 Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No.
13 BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko
14 presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of
15 Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case
16 No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S.
17 Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084,
18 California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero*
19 *v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles,
20 Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*,
21 Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge
22 David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-
23 CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding;
24 *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara,
25 Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001,
26 California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding;

1 and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States
2 District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

3 9. As co-counsel for Plaintiff and the proposed Settlement Class, I have been intimately
4 involved in every aspect of this case from its inception through the present, and I believe that the
5 proposed Settlement is a favorable result for the Settlement Class under the circumstances presented.

6 10. The details of the work completed by my firm and/or my co-counsel are set forth in
7 the declaration of Scott M. Lidman filed concurrently herewith.

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

10 Executed on April 29, 2021, at El Segundo, California.

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Elizabeth Nguyen

EXHIBIT 3

EXHIBIT 3

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Attorneys for Plaintiff
JOSE GARCIA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JOSE GARCIA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

TURN KEY SCAFFOLD, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No. 37-2020-00021177-CU-OE-CTL

*[Case assigned for all purposes to the Hon. Kenneth
J. Medel, Dept. C-66]*

**DECLARATION OF MILAN MOORE IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 8, 2021
Time: 9:30 a.m.
Dept.: C-66

Action Filed: June 19, 2020
Trial Date: None Set

1 I, MILAN MOORE, declare as follows:

2 1. I am an Associate with Lidman Law, APC, counsel for named Plaintiff Jose Garcia
3 (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am a member in good
4 standing of the bar of the State of California and am admitted to practice in this Court. I have personal
5 knowledge of the facts stated in this declaration and could testify competently to them if called upon
6 to do so.

7 2. I am a 2015 graduate of UConn School of Law. I was admitted to the California State
8 Bar in December 2015 after passing the bar exam on my first attempt. Since that time, I have practiced
9 exclusively in the area of employment litigation. Prior to joining Lidman Law, APC, I worked for an
10 employment litigation boutique, where I successfully represented employees in discrimination,
11 harassment, retaliation and wrongful termination cases in both state and federal court. While non-
12 exhaustive, the type of work I performed included: conducting client intakes, performing pre-filing
13 research and analysis, drafting complaints, attending court hearings, corresponding with opposing
14 counsel, drafting and responding to written discovery, preparing for and taking and defending
15 depositions, drafting and opposing motions for remand, demurrers and motions to strike, motions to
16 compel, drafting mediation briefs, and attending mediations.

17 3. Since June 11, 2018, I have worked as an associate at my current firm, Lidman Law,
18 APC. I am currently staffed on approximately seventy (70) active wage and hour class action lawsuits
19 in both state and federal court.

20 4. I have been appointed Class Counsel in *Hanke v. C&W Facility Services, Inc.*, Case No.
21 CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn
22 presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los
23 Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection,*
24 *Inc.*, Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge
25 William F. Highberger presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
26 Superior Court, County of Los Angeles, Honorable Rafael A. Ongkeko presiding; *Teran v. Western*
27 *Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge
28

1 Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477,
2 California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding;
3 *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside,
4 Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No.
5 CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S.
6 Cohn presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court,
7 County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Davis v. WeDriveU*, Case No.
8 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh
9 presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of
10 Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight*
11 *Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District
12 of California, the Honorable Judge Philip S. Gutierrez presiding.

13 5. The declaration of my co-counsel, Scott M. Lidman filed concurrently herewith, sets
14 forth the of the work completed in this case by attorneys in our co-counsel's firm and/or other attorneys
15 in my firm.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing is
17 true and correct.

18 Executed on April 29, 2021, at El Segundo, California.

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21 Milan Moore

EXHIBIT 4

EXHIBIT 4

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Attorneys for Plaintiff
JOSE GARCIA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JOSE GARCIA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

TURN KEY SCAFFOLD, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No. 37-2020-00021177-CU-OE-CTL

*[Case assigned for all purposes to the Hon. Kenneth
J. Medel, Dept. C-66]*

**DECLARATION OF PAUL K. HAINES
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 8, 2021
Time: 9:30 a.m.
Dept.: C-66

Action Filed: June 19, 2020
Trial Date: None Set

1 I, PAUL K. HAINES, declare as follows:

2 1. I am the principal of the law firm Haines Law Group, APC, and counsel for the named
3 Plaintiff Jose Garcia (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I
4 am a member in good standing of the bar of the State of California and am admitted to practice in this
5 Court. I have personal knowledge of the facts stated in this declaration and could testify competently
6 to them if called upon to do so.

7 2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated cum
8 laude. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy, located in
9 Encino, California. I also spent a semester in law school working as an extern for the Honorable
10 Edward Rafeedie, District Judge for the United States District Court for the Central District of
11 California.

12 3. Since graduating from law school, my practice has focused exclusively on employment
13 litigation. In September 2007, I began working as an associate attorney at the international law firm
14 of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the “largest U.S.-
15 based law firm exclusively devoted to representing management in every aspect of labor and
16 employment law.” While at Littler Mendelson, I was primarily staffed on wage and hour class actions
17 venued in both state and federal courts, and I also worked on a number of single and multi-plaintiff
18 wage and hour matters as well.

19 4. During my employment at Littler Mendelson, I played a significant role in the class
20 actions that I was staffed on, as I was often the only associate staffed on such cases. In particular, I
21 received a wide-array of wage and hour class action experience performing the following types of
22 tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal
23 court; drafting and responding to written discovery; drafting and opposing discovery related motions;
24 arguing discovery related motions; drafting motions to consolidate related matters; interviewing
25 putative class members and obtaining declarations in connection with class certification; drafting
26 oppositions to motions for class certification; drafting motions for decertification following class
27 certification; conducting exposure analyses to assess the strengths and weaknesses of asserted claims,
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1 the likelihood of prevailing at class certification and potential damages resulting from such claims;
2 drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named plaintiff
3 and putative class members; deposing retained expert witnesses; and defending the depositions of
4 corporate witnesses. In short, I played an integral role in all aspects of litigation from the inception of
5 a matter through and beyond class certification. I also supervised the work of several junior attorneys
6 who were staffed on the same wage and hour class actions.

7 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
8 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP, at its Los
9 Angeles office, where I began working in July 2011. During my employment at Morgan, Lewis &
10 Bockius LLP, I worked exclusively on the defense of wage and hour class and collective actions. For
11 the vast majority of these cases, I was the only associate staffed on the matter, and I performed the
12 same job duties as described in the immediately preceding paragraph. In addition to working on wage
13 and hour class actions, at Morgan, Lewis & Bockius I also worked on a number of “hybrid” actions
14 asserting nationwide wage and hour claims under the Fair Labor Standards Act (“FLSA”), as well as
15 California-specific claims under Rule 23 of the Rules of Civil Procedure.

16 6. In July 2012, I transitioned into litigating wage and hour class actions from the
17 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since February
18 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent (90%) of my
19 practice is dedicated exclusively to the prosecution of wage and hour class actions, and I am currently
20 responsible for prosecuting over thirty (30) wage and hour class actions filed in both State and Federal
21 courts throughout California. Below are some of the matters in which I have been appointed as Class
22 Counsel, all of which have been granted final approval: *Hilberger v. Eisenhower Medical Center*, Case
23 No. INC1204915, California Superior Court, County of Riverside, Honorable Judge John G. Evans,
24 presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2012 and 2013);
25 *Lopez v. Cornucopia Tools and Plastics, Inc.*, Case No. CV138049, California Superior Court, County
26 of San Luis Obispo, Honorable Judge Martin J. Tangeman, presiding, (in which I was approved for an
27 hourly rate of \$425 for work performed in 2013 and 2014); *Tacker v. Compass Health, Inc.*, Case No.
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CV13-02261 BRO (JCG), United States District Court, Central District of California, Honorable Judge Beverly Reid O’Connell, presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Noell v. American Professional Ambulance Corporation, Inc.*, Case No. BC499345, California Superior Court, County of Los Angeles, Honorable Judge Kenneth R. Freeman, presiding, (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Bautista v. Harvest Management Sub LLC*, Case No. CV12-10004 FMO (CWx), United States District Court, Central District of California, Honorable Judge Fernando M. Olguin, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2012, 2013 and 2014); *Davila v. OCB Restaurant Co.*, Case No. CV13-5403 PA (JCG), United States District Court, Central District of California, Honorable Judge Percy Anderson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Abad v. Waste Connections, Inc.*, Case No. CV12-06708 DDP (PJWx), United States District Court, Central District of California, Honorable Judge Dean D. Pregerson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Plantillas v. Snap-On Incorporated*, Case No. CV13-05153 DDP (VBKx), United States District Court, Central District of California, Honorable Judge Dean D. Pregerson, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Theodore v. Keyes European, LLC*, Case No. BC521395, California Superior Court, County of Los Angeles, Honorable Judge Elihu Berle, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Morales v. Sunset Tower Hotel LLC*, Case No. BC511924, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley Jr., presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Gonzalez v. Universal Alloy Corp.*, Case No. SACV13-00807 JVS (MRWx), United States District Court, Central District of California, Honorable Judge James V. Selna, presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Morawski v. Milt Guggia Enterprises, Inc.*, Case No. CV13-2349 ABC (RZx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr., presiding (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Thorp v. Alcal Industries, Inc., et al.*, Case No. CV13-02289 YGR, United States

1 District Court, Northern District of California, Honorable Judge Yvonne Gonzalez Rogers, presiding
2 (in which I was approved for an hourly rate of \$500 for work performed in 2013 and 2014); *Myles v.*
3 *College Hospital*, Case No. BC487206, California Superior Court, County of Los Angeles, Honorable
4 Judge John Shepard Wiley, Jr., presiding (in which I was approved for an hourly rate of \$500 for work
5 performed in 2013, 2014 and 2015); *Sarinana v. DS Waters of America, Inc.*, Case No. C13-0905
6 EMC, United States District Court, Northern District of California, Honorable Edward M. Chen,
7 presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015);
8 *Julio v. Anthony, Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District
9 of California, Honorable Judge Andre Birotte Jr., presiding (in which I was approved for an hourly rate
10 of \$550 for work performed in 2014 and 2015); *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-
11 cv-02804-PJH, United States District Court, Northern District of California, Honorable Judge Phyllis
12 J. Hamilton, presiding (in which I was approved for an hourly rate of \$550 for work performed in 2014
13 and 2015); *Rubalcava v. United Towing and Transport Burbank, et al.*, Case No. BC518468, California
14 Superior Court, County of Los Angeles, Honorable Judge Kenneth Freeman, presiding (in which I was
15 approved for an hourly rate of \$550 for work performed in 2013, 2014 and 2015); *Sanchez v. Res-*
16 *Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Honorable John
17 S. Wiley, presiding (in which I was approved for an hourly rate of \$550for work performed in 2013,
18 2014 and 2015); *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United
19 States District Court, Central District of California, Honorable Judge John F. Walter, presiding (in
20 which I was approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Rivera*
21 *Regalado v. Jaguar Farm Labor Contracting*, Case No. CV 130569, California Superior Court, County
22 of San Luis Obispo, Honorable Martin J. Tangeman, presiding (in which I was approved for an hourly
23 rate of \$550 for work performed in 2014 and 2015); *Rodas v. Gateways Hospital and Mental Health*
24 *Center*, Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge
25 Amy D. Hogue, presiding (in which I was approved for an hourly rate of \$550 for work performed in
26 2014 and 2015); *Escobar v. Century West, LLC*, Case No BC564873, California Superior Court,
27 County of Los Angeles, Honorable Judge Jane L. Johnson, presiding (in which I was approved for an
28

hourly rate of \$550 for work performed in 2014 and 2015 and 2016); *Shaw v. Conant Auto Retail, San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Joan M. Lewis, presiding (approving an hourly rate of \$575 for work performed in 2014, 2015, and 2016); *Tirado v. Ricon Corp.*, Case No. BC537042, California Superior Court, County of Los Angeles, Honorable John S. Wiley, presiding (approving an hourly rate of \$575 for work performed in 2014, 2015, and 2016); and *Horta v. Searles Valley Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable Donald Alvarez presiding (approving an hourly rate of \$575 for work performed in 2015 and 2016); *Cristobal v. Koos Manufacturing, Inc.*, Case No. BC591484, California Superior Court, County of Los Angeles, Hon. William F. Highberger presiding (approving an hourly rate of \$575 for work performed in 2015 and 2016); *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe presiding (approving hourly rate of \$575 for work performed in 2015, 2016, and 2017); *Kostyuk, et al. v. Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, California Superior Court, Alameda County, Honorable Winifred Y. Smith presiding (approving an hourly rate of \$575 for work performed in 2015, 2016, and 2017); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr., presiding (approved at an hourly rate of \$600 for work performed in 2016 and 2017); *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an hourly rate of \$600 for work performed in 2016 and 2017); *Morales v. Caremeridian, LLC, et al.*, Case No. BC593191, California Superior Court, County of Los Angeles, Judge William F. Highberger presiding (granting final approval of settlement on behalf of direct support professionals involving claims for unpaid wages, meal and rest period violations, wage statement violations, and other claims).

7. I have also moved to certify and have received an order certifying a class action and/or conditionally certifying a collective action, in the following cases:

- 1 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC,
2 California Superior Court, County of Orange, Honorable Judge Gail A. Andler, presiding
3 (certifying a class of employees who were misclassified as independent contractors);
- 4 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States
5 District Court, Central District of California, Honorable Judge Beverly Reid O'Connell,
6 presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 7 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District
8 Court, Central District of California, Honorable Judge John F. Walter, presiding (certifying a
9 rest period violation class and conditionally certifying an FLSA unpaid overtime wage class);
- 10 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern
11 District of California, Honorable Judge Haywood S. Gilliam, Jr., presiding (conditionally
12 certifying an unpaid FLSA overtime wage class);
- 13 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States
14 District Court, Eastern District of California, Honorable Jennifer L. Thurston, presiding
15 (conditionally certifying an unpaid FLSA overtime wage class);
- 16 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,
17 California Superior Court, County of Orange, Honorable Judge William Claster, presiding
18 (certifying unpaid overtime wage class and waiting time penalty class); and
- 19 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States
20 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
21 classes of employees for rest period violations, wage statement violations, meal period
22 violations, and overtime and double-time violations);
- 23 • *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United States
24 District Court, Southern District of California, Honorable William Q. Hayes presiding
25 (certifying six classes of employees for unpaid wages, meal period violations, wage statement
26 violations, and waiting time penalties); and

- *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, United States District Court, Northern District of California, Honorable William H. Alsup presiding (certifying three classes of employees for unlawful wage deduction violations, wage statement violations, and waiting time violations).

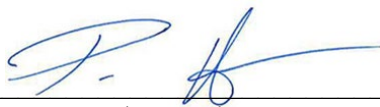
8. In 2015, 2016 and 2017, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyer. This is an honor awarded to no more than two and a half percent of attorneys under the age of forty in Southern California each year. In 2018 and 2019 Thomson Reuters recognized me as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

9. As co-counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in every aspect of this case from its inception through the present, and believe that the proposed Settlement is a good result for the Settlement Class.

10. The details of the work completed by my firm and/or my co-counsel are set forth in the declaration of Scott M. Lidman filed concurrently herewith.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on April 29, 2021, at El Segundo, California.



Paul K. Haines

EXHIBIT 5

EXHIBIT 5

LIDMAN LAW, APC

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slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
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Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
JOSE GARCIA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JOSE GARCIA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

TURN KEY SCAFFOLD, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No. 37-2020-00021177-CU-OE-CTL

*[Case assigned for all purposes to the Hon. Kenneth
J. Medel, Dept. C-66]*

**DECLARATION OF PLAINTIFF JOSE
GARCIA IN SUPPORT OF APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 8, 2021
Time: 9:30 a.m.
Dept.: C-66

Action Filed: June 19, 2020
Trial Date: None Set

1 **DECLARATION OF JOSE GARCIA**

2 I, JOSE GARCIA, declare as follows:

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

7 2. I was employed by Defendant Turn Key Scaffold, LLC (hereinafter “Turn Key” or
8 “Defendant”) as a non-exempt Journeyman on three separate occasions, including from February 2018
9 through December 2018, February 2019 through August 2019, and November 2019 through March
10 2020. During my employment with Turn Key, I held performed various job duties including without
11 limitation, providing scaffolding services at the various locations of Turn Key’s customers. At all
12 times during my employment stints, I was subject to Turn Key’s wage and hour policies and practices.

13 3. It is my understanding that I was not compensated for all of my hours worked.
14 Specifically, I am informed and believe that Turn Key rounded and/or shaved my time worked on my
15 timesheets. It is also my understanding that Turn Key failed to compensate me for my travel time to
16 and from its yard to its customer locations.

4. I also do not believe I received all legally-compliant meal and rest breaks. Specifically, as a result of the work demands imposed by Turn Key and its failure to keep track of my actual time worked, my meal breaks were often late, short or otherwise unlawful. Additionally, as a result of Turn Key requiring me to agree to waive my rest periods in exchange for a longer meal period, it is my understanding I was not authorized and permitted to take all my legally compliant rest breaks.

22 5. I was required to use my personal car to travel to and from the customer sites and Turn
23 Key did not reimburse me for mileage. Additionally, it is also my understanding, that Turn Key
24 unlawfully deducted from my earned wages for safety gear, including without limitation, goggles,
25 gloves and ear plugs.

26 6. I also worked on at the Rams Stadium for three days, which was a public works project
27 and I do not believe I was paid my prevailing wages for the project.

1 7. As a result of these violations, I also do not believe I received accurate and complete
2 wage statements. I also do not believe I received all of my wages owed at the time of my separation
3 of employment with Turn Key.

4 8. I retained Haines Law Group, APC and Lidman Law, APC to represent me in my wage
5 claims against Turn Key. Even before this lawsuit was filed, I worked closely with my lawyers on this
6 case. I answered all of their questions about my employment and made myself available whenever I
7 was needed and the topics ranged from providing guidance on my job duties at Turn Key and
8 identifying other employees as potential witnesses. Prior to filing the lawsuit, I would speak with the
9 attorneys to go over whatever topics they wished to discuss, including my responsibilities as a class
10 representative.

11 9. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
12 my former co-workers and current employees of Turn Key by helping them recover their unpaid wages
13 and unpaid meal and rest period premium wages and penalties. I knew that there was a risk that I could
14 be liable for Turn Key's costs if we lost the case. I accepted this risk because I wanted Turn Key to
15 compensate their current and former employees for all unpaid wages and meal and rest period premium
16 wages. Even though I understood that joining a lawsuit is a public record and could stigmatize me and
17 may affect my future employability in this industry or any other industry because there is a risk that
18 future employers would not want to interview and/or hire someone who has sued an employer, I
19 accepted that burden for the benefit of other employees of Turn Key.

20 10. Without counsel and the assistance of myself, I do not believe we would have gotten
21 the proposed settlement which will benefit the other employees. Indeed, if I had not sought legal
22 representation to enforce California's labor laws, I do not believe my former co-workers and current
23 employees of Turn Key and California's Labor and Workforce Development Agency ("LWDA"),
24 which I understand will receive a portion of the proposed settlement, would receive any of the
25 settlement funds.

26 11. I have been actively involved in this case since joining this lawsuit back in June 2020.
27 Among other things, I gathered various employment related documents for use in the lawsuit. Without
28

1 revealing and/or waiving attorney-client privileged communications, I also communicated with my
2 attorneys on numerous occasions throughout the litigation to make sure they had my most current
3 information and any additional information to help move the case forward.

4 12. Additionally, I worked with my lawyers to prepare for the mediation and was available
5 that day for any questions that arose. After the mediation was unsuccessful, I worked with my lawyers
6 with preparing the Opposition to Defendant's Petition to Compel Arbitration, including assisting in the
7 preparation of my declaration.

8 13. When my attorneys told me that we had finally reached a settlement in this case, I spent
9 time discussing the settlement agreement with my attorneys. I wanted to understand everything before
10 I signed it. I believed I represented the Settlement Class members and the LWDA to the best of my
11 ability and put the interests of the Settlement Class ahead of my own. I believe that I have spent
12 approximately 35 to 40 hours in total on activities related to this case.

13 14. I am not involved in any other lawsuits. As far as I am aware, I have no conflicts with
14 any of the other Settlement Class members.

15 15. As part of the proposed Settlement, I have also agreed to a general release of claims
16 related to my employment with Turn Key that extends beyond the release applicable to members of
17 the Settlement Class. I understand that this includes all claims, whether known or unknown, under
18 federal, state, or local law against Turn Key.

19 16. I understand that my attorneys will request that the Court award me a Service Award of
20 \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Award is not
21 contingent upon me supporting the proposed Settlement.

22 I have reviewed this written statement and fully understand all of its contents. I declare under
23 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

24 Executed on Apr 21, 2021, 2021 at Potrero, California.

25 
26 Jose Garcia (Apr 21, 2021 19:46 PDT)

27 JOSE GARCIA
28

EXHIBIT 6

EXHIBIT 6

LIDMAN LAW, APC

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Tel: (424) 292-2350
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Attorneys for Plaintiff
JOSE GARCIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JOSE GARCIA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

TURN KEY SCAFFOLD, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No. 37-2020-00021177-CU-OE-CTL

*[Case assigned for all purposes to the Hon.
Kenneth J. Medel, Dept. C-66]*

**DECLARATION OF JODEY
LAWRENCE OF PHOENIX CLASS
ACTION ADMINISTRATION
SOLUTIONS IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 8, 2021
Time: 9:30 a.m.
Dept.: C-66

Action Filed: June 19, 2020
Trial Date: None Set

DECLARATION OF JODEY LAWRENCE

I, JODEY LAWRENCE, declare as follows:

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

2. I am employed by Phoenix Settlement Administrators (“PSA”), as Vice President of Business Development.

3. I personally have over eleven years of experience in claims management and administration of class and collective action matters.

4. PSA has extensive experience administering class action matters. PSA has administered complex wage and hour, labor and employment, consumer/ product liability, TCPA, FLSA, FACTA, ERISA and PAGA class action matters, thru final approval and distribution. PSA has developed a system of quality assurance measures, to ensure the highest quality service is provided in our cases and to class members.

5. PSA’s Claims Management Group has extensive experiences in all aspects of Notification and Identification of Class Members, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, Accounting and Reconciliation.

6. PSA has extensive experience in and are experts at all aspects of complex class action matters including; (i) preparing, printing, mailing and tracking privacy notices; (ii) operation of a 24/7/365 multi-lingual call center; (iii) establishing settlement websites; (iv) claims management; (v) USPS processes and systems, third party tracing, including the use of reverse telephone directory services; (v) database management, programming and security protocols; (vii) calculating and issuing settlement payments; (viii) tax management, filings, and account reconciliation; and (ix) final approval.

7. PSA has been appointed as a Claims Administrator in both State and Federal Courts.

8. A true and correct copy of PSA’s Curriculum Vitae is attached hereto as **Exhibit A**.

EXHIBIT A



CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 411 N. Batavia, Suite 105 Orange, CA 92867

Phone: 800-784-2174 Fax: 619.338.0308

www.psaaction.com

EXHIBIT B



CASE ASSUMPTIONS

Class Members	300
Opt Out Rate	2%
Opt Outs Received	6
Total Class Claimants	294
Subtotal Admin Only	\$10,000.00

WILL NOT EXCEED \$10,000.00

For 300 Class Members

Price good for score of quote

March 29, 2021

Case: Garcia v. Turn Key Scaffold Opt-Out w/Language Administration

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Milan Moore
Firm: Lindman Law
Contact Number: (424) 318-1602
Email: mmoore@lidmanlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.
Estimate is based on 300 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)/Website/Translation

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$139.50	1	\$139.50
Call Center & Long Distance	\$1.50	30	\$45.00
NCOA (USPS)	\$0.10	300	\$30.00
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	2	2,000.00
Total			\$2,964.50

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.15	300	\$45.00
Notice Packet & Opt-Out Form	\$1.20	300	\$360.00
Postage	\$0.70	300	\$210.00
Total			\$990.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	3	\$150.00
Skip Tracing Undeliverables	\$0.75	60	\$45.00
Remail Notice Packets	\$1.20	60	\$72.00
Estimated Postage	\$0.70	60	\$42.00
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$409.00

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$125.00	2	\$250.00
Case Associate	\$50.00	5	\$250.00
Opt-Outs/Deficiency/Dispute Letters	\$4.00	8	\$30.00
Case Manager	\$100.00	3	\$300.00
Total			\$1,205.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks, W2 and 1099 *	\$1.50	294	\$441.00
Estimated Postage Checks, W2 and 1099	\$0.55	294	\$161.70
Total			\$1,812.70

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.25	29	\$36.75
Case Associate	\$50.00	4	\$200.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$110.00	2	\$220.00
Case Manager Conclusion	\$80.00	3	\$240.00
Final Reporting & Declarations	\$115.00	2	\$230.00
Uncashed Check Notice Postcard (Postage Included)	\$1.00	22	\$22.05
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS Annual Tax Reporting * (State Tax Reporting Included)	\$750.00	1	\$750.00
Total			\$2,618.80

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$10,000.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.