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

Date: February 18, 2022
Time: 9:30 a.m.
Dept.: C-66

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

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I, JOSE GARCIA, declare as follows:

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

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

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

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

6. I also worked on at the Rams Stadium for three days, which was a public works project 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
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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
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