

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
RAUL NUNEZ

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
RAUL NUNEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RAUL NUNEZ, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

TK SERVICES, INC., a California corporation;
and DOES 1 through 100,

Defendants.

Case No. BC682512

*[Assigned for All Purposes to Hon. Kenneth R.
Freeman, SSC-14]*

**DECLARATION OF PLAINTIFF RAUL
NUNEZ IN SUPPORT OF APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: June 15, 2021
Time: 11:00 a.m.
Dept.: SSC-14

Action Filed: November 6, 2017
Trial Date: None Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I, RAUL NUNEZ, 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 TK Services, Inc. (hereinafter “TK Services” or “Defendant”) as a non-exempt employee from approximately 1987 through approximately February 26, 2016. During my employment with TK Services, I held various positions, the last of which was Shop Foreman. During my employment, I was subject to TK Services’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 TK Services rounded and/or shaved my time worked on my timesheets. It is also my understanding that TK Services failed to pay my annual bonuses in my regular rate for purposes of overtime.

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 TK Services my meal breaks were often late, short or otherwise unlawful. Additionally, as a result of TK Services requiring me to remain on the work premises during rest breaks, it is my understanding I was not authorized and permitted to take all my legally compliant rest breaks.

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

6. I retained Haines Law Group, APC and Lidman Law, APC to represent me in my wage claims against TK Services. Even before this lawsuit was filed, I worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available whenever

1 I was needed. Prior to filing the lawsuit, I would speak with the attorneys to go over whatever topics
2 they wished to discuss.

3 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
4 my former co-workers and current employees of TK Services by helping them recover their unpaid
5 wages and unpaid meal and rest period premium wages and penalties. I knew that there was a risk that
6 I could be liable for TK Services's costs if we lost the case. I accepted this risk because I wanted TK
7 Services to compensate their current and former employees for all unpaid wages and meal and rest
8 period premium wages. Even though I understood that joining a lawsuit is a public record and could
9 stigmatize me and may affect my future employability in this industry or any other industry because
10 there is a risk that future employers would not want to interview and/or hire someone who has sued an
11 employer, I accepted that burden for the benefit of other employees of TK Services. Indeed, if I had
12 not sought legal representation to enforce California's labor laws, I do not believe my former co-
13 workers and current employees of TK Services and California's Labor and Workforce Development
14 Agency ("LWDA"), which I understand will receive a portion of the proposed settlement, would
15 receive any of the settlement funds. Without counsel and the assistance of myself, I do not believe we
16 would have gotten the proposed settlement which will benefit the other employees.

17 8. I have been actively involved in this case since joining this lawsuit back in November
18 2017. Among other things, I gathered various employment related documents for use in the lawsuit.
19 Without revealing and/or waiving attorney-client privileged communications, I also communicated
20 with my attorneys on numerous occasions. I also responded to written discovery propounded by TK
21 Services, including Form Interrogatories and Requests for Production of Documents. With the
22 assistance of counsel, I also prepared and verified supplemental discovery responses.

23 9. Additionally, I worked with my lawyers to prepare for the mediation and was available
24 that day for any questions that arose. When my attorneys told me that we had finally reached a
25 settlement in this case, I spent time discussing the settlement agreement with my attorneys. I wanted
26 to understand everything before I signed it. I believed I represented the Settlement Class members and
27
28

1 the LWDA to the best of my ability and put the interests of the Settlement Class ahead of my own. I
2 believe that I have spent approximately 40 to 45 hours in total on activities related to this case.

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

5 11. As part of the proposed Settlement, I have also agreed to a general release of claims
6 related to my employment with TK Services that extends beyond the release applicable to members of
7 the Settlement Class. I understand that this includes all claims, whether known or unknown, under
8 federal, state, or local law against TK Services.

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

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

14 Executed on Jan 15, 2021, 2021 at Montebello, California.

15 
16 Raul nunez (Jan 15, 2021 14:45 CST)

17 RAUL NUNEZ
18
19
20
21
22
23
24
25
26
27
28