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Attorneys for Plaintiff

RAFAEL SOTO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

RAFAEL SOTO, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

UNITED SCAFFOLD, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 37-2022-00042002-CU-OE-CTL

*[Assigned for All Purposes to Hon. Michael T. Smyth,
Dept. C-67]*

**DECLARATION OF PLAINTIFF RAFAEL
SOTO IN SUPPORT OF APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: July 25, 2025

Time: 9:00 a.m.

Dept.: C-67

Action Filed: October 19, 2022

Trial Date: None Set

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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.

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

5. Additionally, it is also my understanding, that United Scaffold unlawfully deducted from my earned wages for unclean work trucks.

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7. I retained Haines Law Group, APC and Lidman Law, APC to represent me in my wage claims against United Scaffold. 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 I was needed and the topics ranged from providing guidance on my job duties at United Scaffold, and identifying other employees as potential witnesses. Prior to filing the lawsuit, I would speak with the attorneys to go over whatever topics they wished to discuss, including my responsibilities as a class representative.

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

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

10. I have been actively involved in this case since joining this lawsuit back in October 2022. Among other things, I gathered various employment related documents for use in the lawsuit. Without revealing and/or waiving attorney-client privileged communications, I also communicated with my attorneys on numerous occasions throughout the litigation to make sure they had my most current information and any additional information to help move the case forward.

11. Additionally, I worked with my lawyers to prepare for the mediation and was available that day for any questions that arose. After the mediation was unsuccessful, I worked with my lawyers to respond to written discovery propounded by United Scaffold.

12. When my attorneys told me that we had finally reached a settlement in this case, I spent time discussing the settlement agreement with my attorneys. I wanted to understand everything before I signed it. I believed I represented the Settlement Class members and the LWDA to the best of my ability and put the interests of the Settlement Class ahead of my own. I believe that I have spent approximately 25 to 30 hours in total on activities related to this case.

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

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

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

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

Executed on Jan/29, 2025 at San Diego, California.

Rafael Soto

RAFAEL SOTO