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Attorneys for Plaintiff JUAN GARCIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

JUAN GARCIA on behalf of himself, all
others similarly situated, and on behalf of
the general public,

Plaintiff,

v.

BACKYARD PRODUCTS LLC; and
DOES 1-100,

Defendants.

Lead Case No. 24CV009779
Consolidated with Case No. 24CV019984
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Jill Talley
Department 23

CLASS ACTION

**DECLARATION OF PLAINTIFF JUAN
GARCIA IN SUPPORT OF SETTLEMENT
APPROVAL**

Complaint Filed: May 17, 2024
Trial Date: Not set

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I, Juan Garcia, hereby declare under penalty of perjury as follows:

1. I have personal knowledge of all matters stated herein, and if called as a witness, I could and would competently testify thereto, except as to those matters stated upon information and belief, and as to those matters, I believe them to be true.

2. I performed installations for Backyard Products LLC (“Backyard Products”) in California from approximately March to April 2024. I was classified by Backyard Products as an independent contractor.

3. I originally decided to contact an attorney because I felt that some of Backyard Product’s policies and practices violated the law.

4. Since becoming a class representative, I have diligently worked on this case. I always answered phone calls from my attorneys or called them back promptly when they called. I also promptly responded to emails sent by my attorneys. During the entirety of this case, I have worked diligently to help progress it forward. I have spent many hours in prosecuting this case.

5. On many occasions, I spoke with my attorneys for case related purposes. I assisted my attorneys in investigating the case and reached out to them to provide them with information about my time performing work for Backyard Products that I thought might help the case.

6. I also looked for any paperwork and documents from my work with Backyard Products to provide to my attorneys. I provided my attorneys with documents that Backyard Products provided to me such as their Shed Installer Opportunity FAQ’s.

7. I was aware that, at some point in this case, I would have my deposition taken. I knew that the deposition could take a full day and that I may have to meet with my attorneys prior to my deposition. I was at all times ready and willing to sit for my deposition.

8. Although I did not attend the mediation in person, I was available by phone. I also was kept apprised of settlement negotiations that occurred at mediation. I gave my consent to settle with Backyard Products for the gross settlement amount of \$1,350,000. I completely and carefully reviewed the settlement agreement. I then signed the settlement agreement.

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9. I estimate that I spent approximately 30 hours or more on tasks like speaking with my attorneys, searching for documents, providing documents to my attorneys, and reviewing the settlement documents.

10. In light of the work I performed in this case and the duties associated with being a class representative in a case of this magnitude, I believe the \$10,000 class representative service payment is reasonable. I understand that this additional payment is not guaranteed and is subject to Court approval.

11. I have and will continue to adequately represent the interests of the class. With my status as class representative, I will treat the interests of the class above my interests.

12. I initiated this lawsuit on behalf of myself and the other workers because I wanted to fix what I perceived as problems affecting all of us. From the very beginning, I understood that I was participating in this case, not only for my own benefit, but for the many past and present hourly employees.

13. As part of the settlement, I have agreed to a general release of my claims against Backyard Products, which is broader than the release being given by other Class Members.

14. My claims are typical of the Class Members because I am similarly situated to all persons who performed installation services for Backyard Products in California from September 1, 2020, through April 30, 2025, as an independent contractor. Thus, my interests are the same as all members of the proposed Class.

15. I recognize that any resolution of this matter must be approved by the Court in terms of whether the settlement is fair and reasonable, and that I am obligated to protect the interests of all of class members for the Class Period.

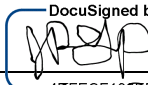
16. I have been advised in writing, and have signed, an Attorney/Client Representation Agreement, informing me that any fees awarded in this case will be divided 50% to Mara Law Firm, PC and 50% to Cohelan Khoury & Singer, and that the total fee charged by the attorneys will in no way increase the total attorneys' fees I or other class member will pay in this matter. I approve and consent to the proposed fee division.

I declare under penalty of perjury under the laws of the State of California that all the

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1 foregoing is true and correct.

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3 Dated: 7/24/2025

DocuSigned by:
By: 
4 JFECF186EB446
Juan Garcia