

**DEPONARRATIVE OF JOHN DOE**

**DEPOSITION DATE: MM DD, 2025**

**ZXXX XX**

**Vs.**

**XX Smith; XX Smith; XX Smith and does 1 to 50**

**EXAMINATION BY MS. XXX**

John Doe agreed to provide his best estimate regarding events from years prior and confirmed that he understood the nature of the questions. He was not represented by an attorney and had never had a deposition taken before. He stated that he had not reviewed any documents related to the plaintiff's claims, other than those needed to attend the appointment. When asked about the notice of deposition, he confirmed that he had not brought any documents nor spoken to anyone regarding the deposition or what to expect.

Mr. Doe stated that he had no documents related to communications with the Plaintiff regarding the MM DD, 2022 incident. He clarified that he had not brought any documents and understood that the inquiry included various forms of records. He acknowledged taking videos on the day of the incident with his phone but lost those videos due to the phone being ruined. He mentioned that he had taken videos of the scaffold's condition post-fall and pictures of the Plaintiff's injuries but also no longer had those copies. Mr. Doe confirmed he had no documents related to communications with XXX or XXX regarding the incident or the Plaintiff, reiterating he had no documents related to communications with any other involved parties. He spelled his full name and affirmed that Spanish was his primary language, stating he spoke a little English.

Mr. Doe stated that he understood English but found it difficult to speak it. He was born on MM DD, 1986, in XX. He lived at XX Street, No. xx, XX, XX, since moving there three to four years ago, and had been in the building for seven years. He lives with his wife, XX, and his son, XX, who was eighteen years old. His son was born on MM DD, 2006. He confirmed that all family members resided at the same residence.

Mr. Doe described that XX had been living with them for about three to four years. He confirmed that no one else had resided with them, even temporarily. His wife was employed cleaning houses and considered self-employed, working between six to eight hours without a set schedule. Mr. Doe's son, XX, also works under XX ZZZ at XXX. The understanding of their living arrangements and employment was clarified.

Mr. Doe expressed concern over the relevance of sharing information about XX ZZZ and his company, unsure if it would result in issues. The questioning turns to the relationships within the household and whether disclosure about ZZZ was necessary. Mr. Doe acknowledged

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understanding that ZZZ was involved with the plaintiff, thereby confirming the connection to his employment.

Mr. Doe clarified that he was not legally married, but had been living with his partner for 12 years. He confirmed his current employment with a company owned by XX ZZZ, named XZXX, where he worked as a group leader. Mr. Doe stated he oversees the installation of sheet metal and rain gutters and also performs some installation work himself. He indicated he did not possess a personal license for these tasks, citing that XZXX was licensed for such work. When asked about his qualifications, he expressed uncertainty but rated his overseeing proficiency as an 8 out of 10 due to 10 years of experience. Mr. Doe confirmed that he had worked specifically for XZXX for one year and began his employment in MM of the previous year. He denied any prior employment or jobs outside of being an employee at XZXX. He also discussed a past car accident in MM 2020, where he was a plaintiff in a lawsuit, which was the only legal experience he reported.

Mr. Doe stated that he had not been a party to any other lawsuits besides the one related to the car accident. He confirmed that he and the plaintiff worked in the same company but did not work together. Mr. Doe described the work the plaintiff did as something he would have supervised if they were on the same crew. He then conveyed uncertainty about the plaintiff's supervisor, mentioning a person known as XX, who could be of Japanese or Mexican descent. He estimated XX's height and weight and mentioned their previous employment together at XXZX, although they were not part of the same group there. Mr. Doe elaborated on his employment at XXZX, indicating that he performed similar work as ZXXXZ XX. He discussed the timeframe of their employment and stated that he left due to insufficient pay. When asked about ZXXXZ's dates of employment, Mr. Doe could not provide specific information. The session paused temporarily during the proceedings. Upon resuming, Mr. Doe confirmed that the oath taken at the start remained in effect. The questioning continued regarding his supervisor at XXZX, XX XXX, confirming that XXX was the owner and also went by the name XX XXX Santos. Mr. Doe provided a phone number for XX XXX.

Mr. Doe stated that ZXXXZ no longer worked for XXZX and had stopped around the same time as he did, specifically a week or two later. He indicated he did not know if ZXXXZ left for the same reason. When asked about ZXXXZ's current work status with XX XXX, Mr. Doe confirmed he did not work there anymore. Mr. Doe was uncertain whether XXZX had workers' compensation benefits while he was employed there and mentioned he might have facilitated ZXXXZ's employment with XX. Mr. Doe remembered connecting ZXXXZ at the end of MM or early MM, but he was unsure of the year. He affirmed that ZXXXZ was employed at XX at the time of the accident in MM 2022. He identified the incident's location as YYY XX Drive in XX, XXXZX, but could not remember the exact date. Mr. Doe confirmed his presence during ZXXXZ's fall and explained they were hired for a job at that property by XXX XXXX, who offered them a day job with all necessary provisions on-site. He clarified that XXXX was supposed to pay them for the day, but he could not recall the specific amount. Additionally, Mr. Doe noted that XXXX did not hire anyone else for the job. When asked if XXXX had agreed to pay ZXXXZ a separate amount, Mr. Doe confirmed that he had, but he did not know how much. Lastly, Mr. Doe

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indicated that he did not know whether the amount agreed upon for ZXXXZ was the same as, less than, or more than his own.

Mr. Doe stated he was to be paid in cash for the job. He arrived at the property at 8:00 in the morning, driving a Toyota Tacoma, which was not registered to him but was under the title of XX XXX. He used XX XXX's truck to transport tools for the job he was hired by XXX XXXX to do. Mr. Doe confirmed he had permission to use the truck. He explained that he got the job through XX's brother, who provided Mr. XXXX with his contact number. Mr. Doe noted that XXX XXXX was not an employee of XXZX. After receiving the call from Mr. XXXX about the job, Mr. Doe did not inquire about the business details. He agreed to bring an extra person, referencing ZXXXZ, to assist with the job. This offer was made the day before the incident. Before this conversation, Mr. Doe had never met or spoken with XXX XXXX. The first meeting occurred on the day of the accident, just before the incident.

Mr. Doe stated that he was instructed by XXX XXXX to finish a job without XXXX visiting the site. After the accident, Mr. Doe called XXXX but did not receive a response. He confirmed he did not get paid for the job and mentioned he needed specific tools, which he brought himself. Mr. Doe indicated that ZXXXZ had his tools. He mentioned a potential homeowner's presence and the brief conversation he had with XXX XXXX upon arriving, lasting just a few minutes, after which he proceeded to the site. Mr. Doe could only recall a man as the potential homeowner, denying interactions with anyone other than ZXXXZ during the job. He asserted that no one else arrived before the accident and confirmed it was his first time at the property that day. Describing the property, he indicated visibility issues caused by trees surrounding a distinctive white house with scaffolding present. Mr. Doe confirmed the scaffolding was set up where he was to work but did not inspect it thoroughly or attempt to move it, believing it was the responsibility of the owner or rental agency to ensure it was assembled correctly.

Mr. Doe stated that neither he nor ZXXXZ checked the scaffolding for security or proper assembly before starting work, emphasizing that such responsibility lay with the owner or contractor. He mentioned he had been in the line of work installing sheet metal and rain gutters for about ten years, and scaffolding was used frequently, sometimes several times a week. He acknowledged he never checked if scaffolding was safe to use and had never heard anyone mention scaffolding falling apart. Mr. Doe could not recall how long the scaffolding had been in place before his arrival and struggled to understand questions about job responsibilities between him and ZXXXZ. He clarified that both he and ZXXXZ were hired to finish the installation of the rain gutters, and initial decisions about who would work where were not precisely made. Mr. Doe described being at ground level while cutting metal for gutters, with ZXXXZ at the top of the scaffolding. He noted that ZXXXZ was not carrying tools when ascending the scaffolding and prior work on rain gutters was already completed. Mr. Doe mentioned ZXXXZ did not wear a hard hat or helmet but wore construction shoes, which had anti-slip soles. He confirmed he did not personally witness the scaffold's collapse.

Mr. Doe described that the scaffold was positioned in such a way that it fell to the right when viewed from the front of the house. He mentioned that ZXXXZ was standing at the highest level of the second floor just before the scaffold fell. He explained that the scaffold looked upright and

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well installed but did not have a ladder, consisting instead of wooden pieces at varying lengths across its height. Mr. Doe stated that one would climb the scaffold by maneuvering through pieces of iron. He was unsure how long ZXXXZ had been at the top of the scaffold before it fell, estimating it was not more than ten minutes. During this period, he was cutting metal pieces around the gutter and did not focus his attention back on ZXXXZ until after the scaffold had started to fall. When ZXXXZ fell, he landed on his feet and then backward onto the iron and wooden pieces below. When asked about ZXXXZ's body position upon landing, Mr. Doe confirmed that ZXXXZ fell on his back after the fall. Immediately following the incident, he attempted to assist ZXXXZ by moving him from the area around the debris. ZXXXZ complained of pain in his head, back, and lower back. Mr. Doe asserted that every part of him hurt, confirming the presence of cameras in the vicinity that could corroborate his account. He explained the functionality of these cameras, noting they were working at the time of the incident.

Mr. Doe mentioned observing operational cameras around the property, including a 360-style camera on a tree, while he went to use the bathroom. He clarified that he didn't imply he used the bathroom, just that it was located to the left. After assisting ZXXXZ following an incident, he called XX and arranged to take ZXXXZ to a 24-hour Clinic in XX. Mr. Doe was questioned about his responsibilities regarding ZXXXZ's training and supervision, stating he was neither responsible for training nor supervising him. He acknowledged understanding that ZXXXZ was qualified for the task assigned. In response to a question about his supervisory duties, Mr. Doe specified that any safety and accident prevention training fell under XX's responsibility, not his own. He noted that while on jobs with previous employers, he would provide guidance on safety practices.

Mr. Doe stated that the responsibility for hiring was that of XXX XXXX, and the scaffolding condition fell to the scaffolding company. He disagreed with ZXXXZ's assertion that he was responsible for training him, explaining that ZXXXZ was not part of his group. Mr. Doe mentioned contacting XX XXX regarding the incident but did not directly call anyone else at the property. He recounted how XX, who spoke English, communicated with the homeowner about taking ZXXXZ to a clinic following the incident. XX agreed to pay clinic expenses but refused to cover additional work costs ZXXXZ would miss. XX attempted to agree on a meeting with the homeowner, but they struggled to coordinate. Mr. Doe confirmed he had no prior communication with the homeowner and was unaware of discussions regarding payments for damages. He stated that XX paid some expenses related to ZXXXZ's injuries but did not have any information about ZXXXZ's invoice.

Mr. Doe stated that XX had been partially paid back and mentioned that his last personal meeting with XX was six months ago, along with a phone conversation 20 days prior. He considered XX a family friend and confirmed that XX was aware of a lawsuit filed by ZXXXZ due to an incident. Mr. Doe did not know the current residence of XX as XX had informed him about a move six months ago but did not specify the new location. He provided a phone number for XXXX XXX and indicated that he had spoken with XXXX two months earlier, both in person and over the phone. Regarding the accident, Mr. Doe acknowledged XXXX's awareness of the lawsuit and described ZXXXZ's injuries as including a cut on his head, along with issues in his back, elbow, and knee. He admitted responsibility for taking ZXXXZ to doctor appointments on only two occasions. Mr. Doe was unsure whether ZXXXZ was still seeing a doctor for his claimed injuries

but confirmed that ZXXXZ was currently working after a period of not working, although he couldn't recall how long that was. He stated that ZXXXZ contributed financially to the household in terms of rent and food, affirming regular contributions each month. When asked about additional contributions, such as cooking or cleaning, Mr. Doe declined to confirm any additional responsibilities. He explained that he and ZXXXZ live and work together, interacting for about 40 minutes a day on average. Mr. Doe described their relationship as good, noting that ZXXXZ confides in him about personal matters during their brief interactions. He observed some differences in ZXXXZ's demeanor post-incident, specifically signs of nervousness and complaints about his elbow, although he noted some improvement over time.

Mr. Doe could not recall exactly how long he was on the property before the accident but estimated around two hours. He stated there was nothing else important to add regarding the incident or ZXXXZ's injuries. He mentioned being served papers by a process server, who warned him about a potential bench warrant if he did not appear. Mr. Doe expressed his desire not to have any issues and clarified he did not understand initially why he was being looked for. He acknowledged completing his deposition, with the possibility of needing to appear again in the future.

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Mr. Doe noted he did not get paid for the job, nor did ZXXXZ. He indicated that ZXXXZ had experienced an arm injury and could not use one arm for strength, affecting his activities. It was indicated that ZXXXZ had been acknowledged as a member of the witness's household and that a personal relationship with him had existed. It was also confirmed that the witness had testified to the best of their ability by relying solely on what was seen, heard, and observed while noting that testimony concerning ZXXXZ's personal life or inner reality could not be provided. Mr. Doe confirmed his honesty during the deposition, stating he was not lying to help ZXXXZ. Mr. Doe clarified that he had not returned to the job site despite someone asking about it earlier. He mentioned that he did not know whether XX or XXXX took ZXXXZ, although he was not present.

The deposition was concluded at T:TT p.m.