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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

ROSA GOMEZ FELIX, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

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

Defendants.

Case No. 37-2020-00015385-CU-OE-CTL

*[Assigned for all purposes to Hon. Joel R.
Wohlfeil, C-73]*

**DECLARATION OF PAUL K.
HAINES IN SUPPORT OF
PLAINTIFF'S MOTION FOR
APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS'
GENERAL ACT AND
REASONABLE ATTORNEYS'
FEES, COSTS, AND
ENHANCEMENT PAYMENT**

Date: June 16, 2021
Time: 9:00 a.m.
Dept.: C-73

Complaint Filed: May 26, 2020
Trial Date: None Set

1 I, PAUL K. HAINES, declare as follows:

2 1. I am a shareholder and principal of Haines Law Group, APC, and counsel for the
3 named Plaintiff Rosa Gomez Felix (“Plaintiff”) and the Aggrieved Employees in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am
5 admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration
6 and could testify competently to them if called upon to do so. As counsel for Plaintiff and
7 Aggrieved Employees in this case, I have been intimately involved in every aspect of this case
8 from its inception through the present.

9 2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated
10 *cum laude*. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy,
11 located in Encino, California. I also spent a semester in law school working as an extern for the
12 Honorable Edward Rafeedie, District Judge for the United States District Court for the Central
13 District of California.

14 3. Since graduating from law school, my practice has focused almost exclusively on
15 employment litigation. In September 2007, I began working as an associate attorney at the
16 international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to
17 its website is the “largest U.S.-based law firm exclusively devoted to representing management
18 in every aspect of labor and employment law.” While at Littler Mendelson, I was primarily
19 staffed on wage and hour class actions venued in both state and federal courts, and I also worked
20 on a number of single and multi-plaintiff wage and hour matters as well.

21 4. During my employment at Littler Mendelson, I played a significant role in the
22 class actions that I was staffed on, as I was often the only associate staffed on such cases. In
23 particular, I received a wide-array of wage and hour class action experience performing the
24 following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions
25 from state court to federal court; drafting and responding to written discovery; drafting and
26 opposing discovery related motions; arguing discovery related motions; drafting motions to
27 consolidate related matters; interviewing putative class members and obtaining declarations in
28 connection with class certification; drafting oppositions to motions for class certification;

1 drafting motions for decertification following class certification; conducting exposure analyses
2 to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at class
3 certification and potential damages resulting from such claims; drafting mediation briefs; serving
4 as the primary contact to in-house counsel; deposing named plaintiffs and putative class
5 members; deposing retained expert witnesses; and defending the depositions of corporate
6 witnesses. In short, I played an integral role in all aspects of litigation from the inception of a
7 matter through and beyond class certification. I also supervised the work of several junior
8 attorneys who were staffed on the same wage and hour class actions.

9 5. In June 2011, I voluntarily resigned from Littler Mendelson to accept a position
10 with the international law firm of Morgan, Lewis & Bockius LLP, at its Los Angeles office, where
11 I began working in July 2011. During my employment at Morgan, Lewis & Bockius LLP, I
12 worked exclusively on the defense of wage and hour class and collective actions. For the vast
13 majority of these cases, I was the only associate staffed on the matter, and I performed the same
14 job duties as described in the immediately preceding paragraph. In addition to working on wage
15 and hour class actions, at Morgan, Lewis & Bockius I also worked on a number of “hybrid”
16 actions asserting nationwide wage and hour claims under the Fair Labor Standards Act (“FLSA”),
17 as well as California-specific claims under Rule 23 of the Rules of Civil Procedure.

18 6. In July 2012, I transitioned into litigating wage and hour class actions from the
19 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
20 February 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent
21 (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions,
22 and my law firm is currently responsible for prosecuting over fifty (50) wage and hour class
23 actions filed in both State and Federal courts throughout California. I have been appointed as
24 Class Counsel in over one hundred (100) wage and hour class action settlements in state and
25 federal courts within California. A few examples of the matters in which I have been appointed
26 as Class Counsel, all of which have been granted final approval, include the following: *Sanchez*
27 *v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles,
28 Honorable John S. Wiley, presiding; *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-

3170 JFW (Ex), United States District Court, Central District of California, Judge John F. Walter presiding; *Tesla Motors Wage and Hour Litigation*, JCCP 4792, California Superior Court, Santa Clara County, Judge Peter H. Kirwan presiding; *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern District of California, Honorable Judge Haywood S. Gilliam, Jr. presiding; *Longstreth v. PAQ, Inc., dba Food 4 Less*, Case No. 15CV-0206, California Superior Court, County of San Luis Obispo, Honorable Judge Charles S. Crandall, presiding; *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr. presiding; *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding. *Morales v. Caremeridian, LLC, et al.*, Case No. BC593191, California Superior Court, County of Los Angeles, Judge William F. Highberger presiding; *Rodrigues v. CP Kelco U.S., Inc.*, Case No. 37-2017-00004339-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Joel R. Wohlfeil, presiding; *Sandoval v. Rotational Molding, Inc.*, Case No. BC640678, Superior Court of California, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Gooding v. Vita-Mix Corp., et al*, Case No. 2:16-cv-03898-ODW (JEMx), United States District Court for the Central District of California, Honorable Judge Otis D. Wright II presiding.

7. I have also moved to certify and have received an order certifying a class action and/or conditionally certifying a collective action, in the following cases: *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge Gail A. Andler, presiding (certifying a class of employees who were misclassified as independent contractors); *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States District Court, Central District of California, Honorable Judge Beverly Reid O'Connell, presiding (conditionally certifying an unpaid FLSA overtime wage class); *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge John F. Walter, presiding (certifying a rest period violation class and conditionally certifying an FLSA unpaid overtime wage class); *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG,

1 United States District Court, Northern District of California, Honorable Judge Haywood S.
2 Gilliam, Jr., presiding (conditionally certifying an unpaid FLSA overtime wage class); *Vega v.*
3 *Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States District Court,
4 Eastern District of California, Honorable Jennifer L. Thurston, presiding (conditionally certifying
5 an unpaid FLSA overtime wage class); *Galvan v. AMVAC Chemical Corporation*, Case No. 30-
6 2014-00716103-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
7 William Claster, presiding (certifying unpaid overtime wage class and waiting time penalty
8 class); *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-775372-CU-OE-CXC,
9 California Superior Court, County of Orange, Honorable Glenda Sanders, presiding (certifying
10 piece rate pay plan classes, expense reimbursement class, wage statement class, and waiting time
11 penalties class); *Ontiveros v. Safelite Fulfillment, Inc.*, et al, Case No. CV 15-7118-DMG
12 (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee
13 presiding (certifying six classes of employees for rest period violations, wage statement
14 violations, meal period violations, and overtime and double-time violations); *Vazquez, et al v.*
15 *Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United States District Court,
16 Southern District of California, Honorable William Q. Hayes presiding (certifying six classes of
17 employees for unpaid wages, meal period violations, wage statement violations, and waiting time
18 penalties); *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-
19 WHA, United States District Court, Northern District of California, Honorable William H. Alsup
20 presiding (certifying three classes of employees for unlawful wage deductions, wage statement
21 violations, and waiting time violations); *Perez v. Sunbelt Rentals, Inc.* Case No. 37-2018-
22 00026405-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Eddie C.
23 Sturgeon presiding (certifying class of employees for wage statement violations); *Staublein v.*
24 *Wells Fargo Bank, N.A.*, Case No. CIV DS1712267, San Bernardino Superior Court, Hon. David
25 S. Cohn presiding (certifying wage statement class); *Bowlin-Burdick, et al v. Life Care Centers*
26 *of America, Inc.*, Case No. BC657139, Los Angeles County Superior Court, Honorable Maren
27 E. Nelson presiding (certifying four classes for meal period violations, rest period violations,
28 wage statement violations, and waiting time penalties).

1 8. Of particular relevance to this case, I served as counsel for the plaintiff and
2 aggrieved employees in several PAGA-only settlements, including but not limited to:

- 3 • *Corralejo v. TreeSap Farms, LLC*, Orange County Superior Court Case No. 30-2019-
4 01091257-CU-OE-CXC, Judge William Claster presiding, approved December 21,
5 2020.
- 6 • *Salazar v. One Source to Market, LLC*, Ventura County Superior Court Case No. 56-
7 2020-00540150-CU-OE-VTA, Judge Vincent J. O'Neill, Jr. presiding, approved
8 October 5, 2020;
- 9 • *Ibarra v. Baker Commodities, Inc.*, Los Angeles County Superior Court Case No.
10 19STCV06148, Judge Yolanda Orozco presiding, approved September 30, 2020;
- 11 • *Cruz v. Fleetwash, Inc.*, Los Angeles County Superior Court Case No.
12 19STCV03033, Judge Stuart M. Rice presiding, approved October 7, 2019;
- 13 • *Canul v. Basmat, Inc.*, Los Angeles County Superior Court Case No. BC674940,
14 Judge Teresa A. Beaudet presiding, approved on August 22, 2018;
- 15 • *Resendez v. Bridgestone Retail Operations, LLC*, Los Angeles County Superior Court
16 Case No. BC596892, Judge Marc Marmaro presiding, approved June 13, 2016;

17 9. In 2015, 2016, and 2017, Thomson Reuters recognized me as a Top Young
18 Attorney in Southern California in the annual Rising Star Edition of Super Lawyer. This is an
19 honor awarded to no more than two and a half percent of attorneys under the age of forty in
20 Southern California each year. In 2018, 2019, 2020, and 2021, Thomson Reuters recognized me
21 as a "Super Lawyer," an honor awarded to no more than five percent of attorneys in Southern
22 California each year.

23 10. Tuvia Korobkin, who is also counsel of record for Plaintiff in this matter, is a 2009
24 graduate of UCLA School of Law. Mr. Korobkin was admitted to the California State Bar in
25 December 2009. Since that time, Mr. Korobkin has practiced almost exclusively in the area of
26 employment litigation, with significant experience prosecuting wage and hour class and
27 representative actions. Mr. Korobkin has been an attorney at my firm since February 2016, first
28 as an associate and, since December 2019, as a Partner. Mr. Korobkin is currently staffed on over

thirty (30) active wage and hour class and PAGA actions in which he plays a primary role. Mr. Korobkin has been appointed as class counsel in dozens of wage and hour class action settlements in state and federal courts throughout California. In addition, Mr. Korobkin was named as class counsel in the *Ontiveros*, *Caudle*, and *Perez* actions listed in Paragraph 7 of my declaration. In 2018, 2019, 2020, and 2021, Thomson Reuters recognized Mr. Korobkin as a Top Young Attorney in Southern California in the area of Employment Litigation in the annual Rising Stars Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

11. Neil M. Larsen, an Associate at our firm who has also performed work in this case, is a 2011 graduate of Santa Clara University School of law. Mr. Larsen was admitted to the California State Bar in June 2011. Since that time, he has practiced almost exclusively in employment litigation, having worked for multiple California employment litigation firms before joining our firm in January 2021. Mr. Larsen has been named class counsel in numerous wage and hour class actions and is currently is staffed on more than thirty (30) active wage and hour class and PAGA actions in which he plays a significant role.

12. Daniel B. Marin-Finn, a former associate of our firm who performed work in this case, is a 2016 graduate of Emory School of Law. Mr. Marin-Finn was admitted to the California State Bar in November 2017. Since that time, and until his separation from our firm, Mr. Marin-Finn practiced almost exclusively in the area of employment litigation. From April 2018 to August 2019, he worked as an Associate in the employment law department of Gordon Rees Scully & Mansukhani, LLP, in Los Angeles, California, and thereafter worked as an Associate at my firm from August 2019 until October 2020.

13. On April 6, 2020, Plaintiff, through my office, submitted her Class Action Complaint for filing in the Superior Court of the State of California for the County of San Diego. Due to Court closures related to the COVID-19 pandemic, the Court processed the Class Action Complaint on May 26, 2020, and it was file-stamped with that date. Plaintiff's Class Action complaint asserted multiple Labor Code claims against Defendant Westland Services, Inc. dba Sandstrand ("Westland") on a class-wide basis.

1 14. On June 18, 2020, Plaintiff, through my office, submitted her PAGA notice letter
2 online to the Labor Workforce Development Agency (“LWDA”), describing Westland’s alleged
3 Labor Code violations, as required by Labor Code § 2699.3. On June 19, 2020, Plaintiff, through
4 my office, sent her PAGA notice letter by certified mail to Westland. A true and correct copy of
5 that letter is attached hereto as **Exhibit 2**.

6 15. On August 24, 2020, after the prescribed 65-day waiting period under Labor Code
7 § 2699.3(a)(2)(A), Plaintiff filed a First Amended Complaint (“FAC”), which added a claim for
8 PAGA civil penalties.

9 16. After filing the FAC, Westland presented my office with a copy of a Collective
10 Bargaining Agreement (“CBA”) that contained an arbitration agreement and class action waiver.
11 After my office reviewed the CBA and the relevant law, and as part of the Settlement Agreement,
12 the Parties agreed to seek dismissal of Plaintiff’s class and individual claims without prejudice
13 (leaving only the PAGA claim), and to seek permission from the Court for Plaintiff to file a
14 Second Amended Complaint alleging only the PAGA claim. Accordingly, on or about May 13,
15 2021, the parties filed a stipulation seeking dismissal without prejudice of the non-PAGA claims
16 and to file the Second Amended Complaint containing only a PAGA claim.

17 17. In connection with mediation, Westland provided my office with extensive
18 informal discovery. Westland produced timesheets and wage statements for a 15% sample
19 Aggrieved Employees. Westland Services also produced a spreadsheet containing hire dates,
20 termination dates, rates of pay, and other information for all Aggrieved Employees; as well as its
21 Employee Handbook, CBA, and other written policies in effect during the PAGA Period. My
22 office retained an expert economist to assist with analyzing the data produced by Westland, in
23 order to create potential damages models. This discovery allowed the parties to assess the
24 likelihood of Plaintiff’s prevailing on her claim as well as potential damages.

25 18. On January 14, 2021, the Parties attended mediation with Henry Bongiovi, Esq.,
26 an experienced wage and hour class and representative action mediator. During mediation, the
27 Parties vigorously debated the legal bases for Plaintiff’s claims and Westland’s defenses, the
28 potential amount of civil penalties, and the parties’ data analyses and conclusions based thereon.

1 Ultimately, with Mr. Bongiovi's assistance the Parties agreed to resolve the matter and
2 memorialized their agreement in a Memorandum of Understanding. Over the following months,
3 the Parties negotiated and finalized the Settlement Agreement now before the Court.

4 19. A true and correct copy of the fully-executed Settlement Agreement is attached
5 hereto as **Exhibit 1**. The proposed Notice of Settlement to be mailed to Aggrieved Employees
6 with their settlement payments is attached as Exhibit A to the Settlement Agreement. The
7 Settlement provides for Westland Services to pay a Gross Settlement Amount ("GSA") of
8 \$340,000.00. After deducting amounts for requested attorneys' fees, attorneys' costs, Plaintiff's
9 enhancement payment, and settlement administration costs, the Settlement provides for the Net
10 Settlement Amount ("NSA") to be distributed 75% to the LWDA and 25% to Aggrieved
11 Employees, pursuant to Lab. Code § 2699(i). All portions distributed to Aggrieved Employees
12 will be distributed pro rata based on the number of pay periods each Aggrieved Employee worked
13 for Westland during the PAGA Period. This settlement is non-reversionary, and does not require
14 Aggrieved Employees to submit claim forms to reap financial benefit from the Settlement. Based
15 on a GSA of \$340,000.00 and the amounts requested for attorneys' fees, litigation costs,
16 administration costs, and enhancement payment, the total amount paid to Aggrieved Employees
17 is estimated at \$50,723.02, with approximately \$152,269.06 paid to the LWDA.

18 20. Although she steadfastly maintains her claims are meritorious, Plaintiff
19 acknowledges her position included real risks and uncertainty. For example, Plaintiff alleged
20 that Westland engaged in unlawful timekeeping practices, in which Westland failed to keep
21 accurate records of Plaintiff's and other Aggrieved Employees' hours worked, and
22 compensated them based on their scheduled, 8-hour shift, rather than their actual hours worked.
23 Westland, however, contends that employees were instructed to, and did, accurately fill out
24 their timesheets, and that employees attested to their timesheets' accuracy each pay
25 period, and therefore Westland maintained accurate records and paid Aggrieved Employees
26 for all hours worked. Westland further represents that many employees, including
27 employees who worked on the same contract as Plaintiff, had signed (or would sign) declarations
28 stating their time records were accurate. Moreover, Westland maintains that this claim would not

1 be manageable on a representative basis, since determining whether each employee was not
2 compensated for all hours worked on each workday would require an unmanageable series of
3 hundreds of mini-trials.

4 21. As for Plaintiff’s meal and rest period claims, Plaintiff alleged that Westland failed
5 to provide Plaintiff and Aggrieved Employees all statutory meal periods and failed to authorize
6 and permit all required rest periods, due to the workload imposed on them. In response, Westland
7 contends it has always maintained lawful written meal and rest period policies, including
8 regarding the number, duration, and frequency of meal and rest periods, and that it has always
9 provided meal and rest periods in accordance with those policies. Westland further contends that
10 Plaintiff and other Aggrieved Employees often worked on their own without direct supervision,
11 and thus they had complete discretion regarding when and how to take their breaks. Westland
12 also argues that employee timesheets contained signed attestations confirming they had been
13 provided all required meal and rest periods. Moreover, Westland represented that many non-
14 exempt employees had signed (or would sign) declarations attesting that they were provided with
15 all lawful meal and rest periods. Finally, Westland contends this claim would not be manageable
16 on a representative basis, as it would require testimony from each employee as to which shifts
17 they did or did not take meal and/or rest periods, how many they did or did not take, and the
18 reasons why.

19 22. With respect to Plaintiff’s expense reimbursement claim, Plaintiff alleges that
20 Westland failed to reimburse Plaintiff and other Aggrieved Employees for the use of their
21 personal cellular phones to communicate with their supervisors and managers. In response,
22 Westland contends that it paid more than \$300,000 in reimbursements during the relevant time
23 period, demonstrating that it takes its reimbursement obligations seriously and does reimburse
24 reasonable business expenses when employees seek reimbursement. Westland further argues that
25 establishing whether an employee incurred an expense, how much the expense was, and whether
26 it was “reasonable” would vary from one employee to another, and would not be manageable on
27 a representative basis.

28 ///

1 23. As for Plaintiff’s derivative claims that Westland violated its wage statement and
2 final payment obligations in violation of Labor Code §§ 226 and 203, respectively, Westland
3 asserts it has strong, good-faith defenses to Plaintiff’s underlying claims, precluding a finding of
4 a failure to pay all final wages that would otherwise result in waiting time penalties. Westland
5 further contends Plaintiff’s meal and rest period claims cannot support a claim for violations of
6 Labor Code §§ 226 or 203, as Courts of Appeal have recently held. Westland further contends
7 that wage statements always accurately reflected amounts paid to employees, and thus Westland
8 could not be found liable for wage statement violations under the relevant case law.

9 24. Westland further maintains that even if the Court awarded PAGA penalties for any
10 of the alleged violations, the Court would substantially reduce the penalties, as may courts have
11 done, based on the discretionary factors in Labor Code § 2699(e)(2) (authorizing reduction in
12 PAGA penalties “if, based on the facts and circumstances of the particular case, to do otherwise
13 would result in an award that is unjust, arbitrary and oppressive, or confiscatory”).

14 25. Plaintiff asserts that she would be able to seek PAGA penalties for each Aggrieved
15 Employee for each pay period in the PAGA limitations period. Based on data provided by
16 Westland Services, there were approximately 25,853 pay periods during the PAGA limitations
17 period. Assuming an initial violation rate of \$100 per pay period under Labor Code § 2699(f),
18 Plaintiff estimated a total potential PAGA exposure of \$2,585,300. However, based on
19 Westland’s various defenses as described above, and because the Court maintains discretion to
20 reduce these penalties, Plaintiff discounted that figure by 50% for risk of losing on the merits, and
21 by an additional 65% for risk of the Court reducing penalties, to arrive at a realistic exposure of
22 \$452,428. Therefore, the proposed \$340,000.00 Settlement represents approximately 75.2% of
23 Plaintiff’s reasonably forecasted total recovery, while avoiding the risks of proceeding through
24 trial.

25 26. Although the Settlement Agreement provides for attorneys’ fees of up to 40%, my
26 office is requesting attorneys’ fees of just 35% of the Gross Settlement Amount (“GSA”) (i.e.,
27 \$119,000.00). As explained below and in the accompanying Motion, the requested fee is fair
28 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a

1 purely contingent basis. This case also involved nuanced legal issues, including the legality of
2 Westland's timekeeping practices, Westland's obligations to "provide" meal periods and
3 "authorize and permit" rest periods, as well as the availability and amount of PAGA civil penalties
4 for the alleged Labor Code violations. Westland was also represented by experienced wage-and-
5 hour litigation counsel. In addition, in my experience in wage and hour class and representative
6 PAGA actions, fee awards generally average around one-third of the gross settlement amount,
7 and my firm has been awarded fees as high as 40% in a PAGA action. Thus, the requested fee
8 award in this case is fair, reasonable and adequate and should be approved.

9 27. The requested fee award is further supported by counsel's lodestar. Including
10 expected future hours incurred in connection with the hearing on this Motion and overseeing
11 settlement distribution, my firm has a lodestar of approximately \$130,644.50, resulting in a
12 *negative* multiplier of 0.91 compared with the \$119,000.00 fee request. A general summary
13 showing the number of hours of work performed by each attorney and the paralegals from my
14 firm is set forth below:

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (15th Year Attorney)	\$650	58.7	\$38,155.00
Tuvia Korobkin (12th Year Attorney)	\$595	103.6	\$61,642.00
Neil M. Larsen (10th Year Attorney)	\$550	35.4	\$19,470.00
Daniel B. Marin-Finn (5th Year Attorney)	\$425	20.8	\$8,840.00
Firm Paralegals	\$175	14.5	\$2,537.5
Total Lodestar			\$130,644.50

22 28. I believe the proposed hourly rates are reasonable in light of my firm's skills, wage
23 and hour litigation experience (including significant experience litigating PAGA actions), as well
24 as fee awards to other attorneys of similar experience in California, and are in line with rates at
25 which I and/or other attorneys in my firm have been approved in other matters. For example, in
26 *Afa, et al v. Alliance Ground Int'l, LLC*, Los Angeles Superior Court Case No. BC661449 (Hon.
27 William F. Highberger), which received final approval in November 2019, my firm was awarded
28 attorneys' fees based on requested hourly rates of \$650 for myself and \$600 for Mr. Korobkin,

1 for work performed in 2017-2019. In *Chavez v. Duffield Marine, Inc.*, San Bernardino Superior
2 Court Case No. CIVDS1829052 (Hon. David S. Cohn), which received final approval in July
3 2020, my firm was awarded attorneys' fees based on requested rates of \$650 for myself, \$595 for
4 Mr. Korobkin, and \$425 for Mr. Marin-Finn, for work performed in 2018-2020. In *Council v.*
5 *Professional Courier & Newspaper Distribution, et al*, Los Angeles Superior Court Case No.
6 BC715054 (Hon. Amy D. Hogue), which received final approval in May 2021, my firm was
7 awarded attorneys' fees based on requested hourly rates of \$650 for myself and \$550 for Mr.
8 Larsen, for work performed in 2018-2021.

9 29. In addition, the respective hourly rates requested by the attorneys at my firm are
10 in line with the current *Laffey* Matrix, a true and correct copy of which is attached hereto as
11 **Exhibit 3**. The *Laffey* Matrix has been recognized by California courts as "a widely recognized
12 compilation of attorney and paralegal rates based on various levels of experience." *Theme*
13 *Promotions, Inc. v. News America Mktg. FSI, Inc.*, 731 F.Supp.2d 937, 948 (N.D. Cal. 2010); see
14 also *Reed v. 1-800 Contacts, Inc.*, No. 12-cv-02359 JM (BGS), 2014 WL 29011 at **8-9 (S.D.
15 Cal. Jan. 2, 2014) (cross-checking requested hourly rates against the *Laffey* Matrix and finding
16 that "the *Laffey* matrix lends further credibility" to counsel's requested hourly rates). Pursuant to
17 the *Laffey* Matrix, a reasonable hourly rate for an attorney with my and Mr. Korobkin's level of
18 experience (11th to 19th year out of law school) is \$747, a reasonable hourly rate for an attorney
19 with Mr. Larsen's level of experience (8th to 10th year out of law school) is \$661, a reasonable
20 hourly rate for an attorney with Mr. Marin-Finn's level of experience (4th to 7th year out of law
21 school) is \$458, and a reasonable hourly rate for paralegals is \$203. Each hourly rate sought by
22 my firm is below the relevant hourly rate cited in the *Laffey* Matrix.

23 30. My office has expended significant time and effort in this case, including but not
24 limited to: conducting extensive research regarding the merits of Plaintiff's claims, her ability to
25 recover PAGA civil penalties, and Westland's potential defenses; conducting significant analysis
26 of data and information produced by Westland, and using this data and analysis to draft a
27 mediation brief and exposure analysis; preparing for and attending a full-day mediation; preparing
28 and negotiating the Settlement; preparing and appearing at an *ex parte* application in March 2021;

1 preparing this Motion and supporting declarations; and otherwise prosecuting this litigation. My
2 office will also oversee the settlement administration process and work with the administrator to
3 prepare a post-disbursement declaration. Given the considerable potential for adverse outcomes
4 in this case, the contingent risk borne by my office was great.

5 31. Since undertaking representation of Plaintiff, my firm has dedicated substantial
6 resources to this litigation without receiving any compensation to date. My office is requesting
7 reimbursement of \$8,557.92 in total costs. A summary of the costs incurred by my office in
8 connection with this case is attached hereto as **Exhibit 4**. These costs include filing fees, copying
9 costs, mediation fees, and other expenses that were all reasonably incurred in the prosecution of
10 this litigation on behalf of Plaintiff and the Aggrieved Employees.

11 32. I believe the requested \$5,000 enhancement payment to Plaintiff is reasonable
12 given Plaintiff's efforts in this case and the risks she undertook on behalf of Aggrieved
13 Employees. Plaintiff provided substantial factual information and documents to my office, was
14 consistently available by phone to answer questions or when my office otherwise needed to
15 contact her, and otherwise assisted in the prosecution of this case. Plaintiff also undertook
16 significant risk in the event this case were lost, as well as the reputational risk inherent in suing a
17 former employer on a representative basis. Accordingly, I believe Plaintiff's requested
18 enhancement payment is reasonable.

19 I declare under penalty of perjury under the laws of the state of California that the
20 foregoing is true and correct. Executed on May 20, 2021, at El Segundo, California.

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23 Paul K. Haines
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EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT AND RELEASE

Rosa Gomez Felix v. Westland Services, Inc., et al., San Diego County Superior Court
Case No. 37-2020-00015385-CU-OE-CTL
(the “Action”)

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be memorialized by, and subject to the following terms and conditions of, this Settlement Agreement (“Agreement”). Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in the Private Attorneys General Act (Labor Code § 2698 *et seq.*).

This Agreement is made by and between Defendant Westland Services, Inc., dba Sandstrand (**“Defendant” or “Westland”**) and Plaintiff Rosa Gomez Felix (**“Plaintiff” or “Gomez”**), for herself and on behalf of the State of California and other Aggrieved Employees (defined below), (Defendant and Plaintiff as defined herein, are sometimes collectively referred to as the **“Parties”**) and shall be binding on the Parties and all of the Aggrieved Employees, subject to the Court’s approval of the Settlement.

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of Three Hundred Forty Thousand Dollars and Zero Cents (\$340,000.00), for settlement of the Private Attorneys General Act (“PAGA”) claim, which shall be inclusive of Plaintiff’s Counsel’s attorneys’ fees and costs and the settlement administrator’s fees.

Defendant represents that there are approximately 909 Aggrieved Employees, as of January 14, 2021 (the date the Parties mediated the case), and this estimate serves as the basis for Plaintiff accepting the settlement. The Parties agree to meet and confer on any potential adjustment to the Settlement Amount if the number of Aggrieved Employees, up to the date of this Court’s approval of this Agreement, increases by more than 15% over 909, although Plaintiff has the right to rescind if the amount is greater than 15% over 909.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Action” shall refer to the lawsuit entitled: *Rosa Gomez Felix v. Westland Services, Inc., et al.*, San Diego County Superior Court Case No. 37-2020-00015385-CU-OE-CTL.
- (b) “Aggrieved Employees” is defined as all past and present hourly-paid, non-exempt employees of Defendant Westland Services, Inc. dba Sandstrand who worked for Defendant in California at any time during the PAGA Period.
- (c) “Court” means the Superior Court for the State of California.
- (d) “Defendant’s Counsel” are:
 - Daniel Gardenswartz, Esq.
 - Jing Y. Li, Esq.
 - SOLOMON WARD SEIDENWURM & SMITH, LLP
 - 401 B Street, Suite 1200
 - San Diego, CA 92101
 - Phone: 619.231.0303; Fax: 619.615.7938
 - Email: dgardenswartz@swsslaw.com
 - Email: jli@swsslaw.com
- (e) “Effective Date” means the date the Court enters the order approving the Settlement as described in this Agreement.
- (f) “Gross Settlement Amount” refers to Three Hundred Forty Thousand Dollars and Zero Cents (\$340,000.00), which shall be paid by Defendant to fund the Settlement, and from which all settlement payments for the Net Settlement Amount, Court approved attorneys’ fees and costs, Plaintiff’s incentive payment, and Settlement Administration Costs shall be paid.
- (g) “Net Settlement Amount” means the total sum available for payment of PAGA penalties to the Aggrieved Employees and the LWDA after deducting Plaintiff’s Counsel’s fees and costs,

the costs of administration, and Plaintiff's incentive payment, collectively referenced in Section 3.01(a-d), from the \$340,000.00 Gross Settlement Amount.

(h) "Plaintiff's Counsel" is:

Haines Law Group, P.C.
Paul K. Haines, Esq.
Tuvia Korobkin, Esq.
2155 Campus Drive, Suite 180
El Segundo, California 90245
Phone: 424-292-2350; Fax: 424-292-2355
Email: phaines@haineslawgroup.com
Email: tkorobkin@haineslawgroup.com

(i) "PAGA Period" means April 6, 2019 to the date the Court approves of this PAGA settlement.

(j) "Released Claims" mean any and all claims under the PAGA that were alleged in the Complaint, the First Amended Complaint, the Second Amended Complaint, or that could have been alleged based on the facts alleged in those pleadings or in the PAGA Notice, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing overtime wages, minimum wage for all hours worked, statutorily mandated rest periods and rest period premiums, statutorily mandated meal periods and meal period premiums, final wages and compensation at the time of separation, accurate itemized wage statements, reimbursement of necessary business expenses, payment of wages, and maintenance of accurate records on behalf of aggrieved employees. Specifically, the Released Claims are claims for civil penalties under PAGA, including but not limited to, for violations of Labor Code §§ 201-203, 204, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2804. Moreover, claims and causes of action alleged in the First Amended Complaint that are not PAGA claims are not subject to this release, but are being dismissed without prejudice as part of this Agreement.

(k) "Released Parties" means Defendant and its present and former officers, directors, employees, shareholders, agents, trustees, representatives, contractors, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, as well as any individual or entity that could be alleged to be jointly liable with Defendant.

(l) "Settlement Administrator" refers to Phoenix Settlement Administrators.

- (m) “Settlement” or “Agreement” refers to the settlement of the Action reached by the Parties to the Action embodied herein.

Article II.

Background.

Section 2.01 Background.

- (a) On April 6, 2020, Plaintiff submitted her original Complaint in the Action for filing in the Superior Court of the State of California for the County of San Diego. Due to Court closures related to the COVID-19 pandemic, the Court processed the Complaint on May 26, 2020 and it was file-stamped with that date.
- (b) On June 18, 2020, Plaintiff sent notice to the Labor and Workforce Development Agency (“LWDA”) giving notice of her intent to pursue a representative PAGA action, on behalf of herself and the State of California as well as on behalf of other aggrieved employees (the “PAGA Notice”).
- (c) On August 24, 2020, Plaintiff filed her First Amended Complaint to include the PAGA claims.
- (d) The Parties meet and conferred regarding the validity and enforceability of a Collective Bargaining Agreement which contained an arbitration provision that expressly covers wage and hour claims and contains a class action waiver. Thereafter, the Parties agreed to explore settlement of the PAGA claims only at mediation.
- (e) Subsequently, the Parties engaged in an extensive investigation along with informal discovery. In advance of the Mediation, Defendant provided Plaintiff and Plaintiff’s Counsel with documents and information about the number of potentially aggrieved employees, the number of pay periods at issue, time and attendance reports, wage statements, as well as relevant policy documents.
- (f) The Parties attended a full day mediation with Henry Bongiovi, Esq., whereat they reached the Settlement. As part of the Settlement, the Parties further agreed that Plaintiff would seek dismissal of Plaintiff’s class claims without prejudice (although the class claims are not being released as part of the Settlement).

Article III.

Approval and Implementation of Settlement.

Section 3.01 Allocation of the Gross Settlement Amount.

The Parties will cooperate in obtaining through written stipulation or unopposed motion or *ex parte* application, if required, an Order from the Court approving the payment of the Gross Settlement Amount as follows:

(a) Plaintiff's Attorneys' Fees.

Plaintiff's Counsel shall request and be paid up to 40% of the Gross Settlement Amount or One-Hundred Thirty-Six Thousand Dollars and Zero Cents (\$136,000.00) for attorneys' fees ("Plaintiff's Attorney's Fees.") If Plaintiff's counsel's request for 40% of the Gross Settlement Amount is not approved and/or is reduced by the Court, any amount not approved and/or reduced by the Court will be included in the Net Settlement Amount to be paid to the Aggrieved Employees. Plaintiff's counsel's failure to obtain Court approval of Plaintiff's Attorney's Fees shall not set aside this Agreement. Defendant agrees not to oppose a fee request by Plaintiff's counsel that remains within 40% of the Gross Settlement Amount.

(b) Litigation Costs.

Plaintiff's Counsel shall request an amount, estimated at not more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00), as reimbursement for expenses incurred in the Action ("Litigation Costs"), supported by declaration. If Plaintiff's Counsel's request for reimbursement of Litigation Costs is not approved and/or is reduced by the Court, any amount not approved and/or reduced by the Court will be included in the Net Settlement Amount to be paid to Aggrieved Employees. Defendant agrees not to oppose a request for reimbursement of Litigation Costs that remains within \$15,000.00.

(c) Administration Costs.

Plaintiff's Counsel shall request up to Six Thousand Dollars and Zero Cents (\$6,000.00) of the Gross Settlement Amount as payment to the Settlement Administrator for costs incurred by the Settlement Administrator in connection with the Settlement, including mailing of the Notice of PAGA Settlement described herein ("Settlement Administration Costs"). To the extent the Settlement Administration Costs exceed this amount, they shall be paid from the Gross Settlement Amount; to the extent they fall below this amount, they shall be included in the Net Settlement Amount to be paid to the Aggrieved Employees.

(d) Service Award.

Plaintiff's Counsel may request up to Five Thousand Dollars and Zero Cents (\$5,000.00) of the Gross Settlement Amount as a service award for Plaintiff. This sum is the payment for Plaintiff's service as PAGA representative plaintiff. If this request is not approved or is reduced by the Court, this settlement shall not be set aside and any amount not approved and/or reduced will be included in the Net Settlement Amount to be paid to the Aggrieved Employees. This award is in addition to the Plaintiff's respective share of the of the Net Settlement Amount as an Aggrieved Employee.

(e) Net Settlement Amount.

The Net Settlement Amount shall be determined by deducting Plaintiff's Attorney's Fees, Litigation Costs, Service Award, and Settlement Administration Costs as set forth in section 3.01(a), (b), (c), and (d) from the Gross Settlement Amount. The Net Settlement Amount shall be distributed as set forth below in section 3.04(b).

The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of the payment of PAGA penalties as described in this Agreement. This shall include

the dismissal by Plaintiff without prejudice of the currently plead class claims. Within fifteen (15) days after the execution of this Agreement, Plaintiff shall request dismissal without prejudice the class claims asserted in the Action. The class claims must be dismissed before any settlement funds are due.

Section 3.02 Court Approval.

The Parties will seek the Court's approval of the PAGA settlement and the payment of penalties as described in this Agreement by way of a stipulation or unopposed motion to be prepared and filed by Plaintiff's Counsel, subject to Defendant's Counsel's approval. Plaintiff's Counsel will submit this Agreement to the Court for its approval. Pursuant to Labor Code section 2699(1)(2), Plaintiff also will submit a copy of this Agreement to the Labor and Workforce Development Agency at the same time it is submitted to the Court. The Court's approval of the payment of the Gross Settlement Amount as described in this Agreement shall be embodied in a written Order.

Section 3.03 Notice to Aggrieved Employees.

(a) **Notice.**

Notice shall be provided to the Aggrieved Employees in the following manner:

- (1) No later than twenty-one (21) days after the Court approves this Settlement, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name in separate columns for each Aggrieved Employee; the last known home address for each Aggrieved Employee; each Aggrieved Employee's social security number, and each Aggrieved Employee's respective number of pay periods worked for Defendant during the PAGA Period.
- (2) The Settlement Administrator shall utilize the United States National Change of Address ("NCOA") database to determine the best most recent addresses for the Aggrieved Employees prior to mailing the notices and settlement checks.
- (3) Within thirty (30) days after the Final Deposit Date (defined below), the Settlement Administrator shall mail the Notice of PAGA Settlement (attached hereto as Exhibit "A")

together with a settlement payment to all Aggrieved Employees by first-class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by performing a skip trace and shall re-mail the Notice and settlement check no later than ten (10) days following receipt of the undeliverable Notice. If no new address is located via skip trace, or if a Notice is returned as undeliverable a second time, the Settlement Administrator need not attempt another mailing.

Section 3.04 Settlement Payment Procedures.

(a) Deposit of Gross Settlement Amount with Settlement Administrator.

Defendant shall deposit the Gross Settlement Amount in three equal installments, as follows: Within 10 days of the Effective Date, Defendant shall deposit 1/3 of the Gross Settlement Amount with the Settlement Administrator. Within 180 days of the Effective Date, Defendant shall deposit another 1/3 of the Gross Settlement Amount with the Settlement Administrator. Within 360 days of the Effective Date, Defendant shall deposit the final 1/3 of the Gross Settlement Amount with the Settlement Administrator (“**Final Deposit Date**”).

(b) PAGA Payments.

The Net Settlement Amount will be subdivided as follows: 75% of the payment will be paid to the LWDA and 25% will be paid to Aggrieved Employees. The 25% of the Net Settlement Amount payable to the Aggrieved Employees will be divided among the Aggrieved Employees based on the following formula:

Twenty-Five Percent of the Net Settlement Amount shall be divided by the total pay periods worked for Defendant by all Aggrieved Employees during the PAGA Period to yield the “Employee Settlement Share Value.” Each Aggrieved Employee shall be paid their Employee Settlement Share Value multiplied by their individual total pay periods worked for Defendant during the PAGA Period.

The payments to the Aggrieved Employees and the LWDA shall be made by the Settlement Administrator no later than thirty (30) days after the Final Deposit Date.

All Aggrieved Employees will receive an IRS Form 1099 for their portion of the settlement, if deemed required by the Settlement Administrator (in compliance with IRS guidelines).

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days. Funds from any settlement checks remaining uncashed after one hundred eighty (180) days shall be sent by the Settlement Administrator to Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 et seq., for the benefit of that Aggrieved Employee. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code section 384, as the entire Net Settlement Amount will be paid out to the Aggrieved Employees and the LWDA. Therefore, Defendant will not be required to pay any interest on said amount. In the event that an Aggrieved Employee’s Individual Settlement Payment is distributed to the Controller of the State of California, the terms of the final judgment and the Release of Claims will nevertheless be binding upon that Aggrieved Employee.

(c) Plaintiff’s Attorneys’ Fees, Litigation Costs and Service Fees Payment.

No later than thirty (30) days after the Final Deposit Date, the Settlement Administrator shall pay the court approved Plaintiff’s Attorneys’ Fees and Litigation Costs to Plaintiff’s Counsel.

Any Plaintiff’s Attorneys’ Fees or Litigation Costs awarded to Plaintiff’s Counsel and Service Fees awarded to Plaintiff by the Court shall be deducted from the Gross Settlement Amount for the purpose of determining the Net Settlement Amount. The “future” aspect of these amounts include, without limitation, all time and expenses expended by Plaintiff’s Counsel in defending the Settlement and securing Approval of the Agreement (including any appeals therein). There will be no additional charge of any kind to the Aggrieved Employees or request for additional consideration from Defendant for such work. This amount shall include all attorneys’ fees, litigation costs, service fees, and expenses for which Plaintiff and Plaintiff’s Counsel could claim under any legal theory whatsoever in connection with the Action.

(d) Settlement Administrator Expenses.

Upon completion of the Settlement Administrator's duties under the Agreement, the Settlement Administrator shall pay itself its actual costs in administering the settlement, up to the \$6,000.00 allocated to it for Settlement Administration Expenses.

Section 3.05 Order Approving Settlement and Judgment.

Plaintiff and Defendant will jointly submit, with the documents asking the Court to approve the settlement and this Agreement, an order based on the Settlement to be entered by the Court granting approval of the PAGA penalties and retaining jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the terms of this Agreement and entering judgment thereon and closing the case, after submission of proof by the administrator of the payment of all funds enumerated in the Settlement.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

Defendant denies liability for any claims alleged by Plaintiff on her own behalf or on behalf of the State of California and any of its agencies, including but not limited to the Department of Industrial Relations, Division of Labor Standards Enforcement, and Labor Workforce and Development Agency, and the Aggrieved Employees upon any claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Action.

Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or

any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with the Agreement.

None of the documents produced or created by Plaintiff or the Aggrieved Employees in connection with the Action or this Agreement constitute, and they are not intended to constitute, an admission by Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement and to secure its approval by the Court.

Section 4.03 Nullification.

- (a) If the Court should for any reason refuse to approve the payment of PAGA penalties as described in this Agreement, then (1) except as set forth in this section 4.03, subdivisions (b) and (c), this Agreement shall be considered null and void, and (2) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect.
- (b) If the Court does not approve the payment of PAGA penalties as described in this Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree on a resolution, the Parties agree to seek the assistance of mediator Henry Bongiovi to resolve any disputes.

- (c) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Plaintiff's and Aggrieved Employees' Release of PAGA Claims.

Upon the final approval by the Court of this Settlement and the Gross Settlement Amount being fully funded, Plaintiff and each Aggrieved Employee, shall, for the PAGA Period, fully release and forever discharge the Released Parties from the Released Claims that arose during the PAGA Period.

Article VI.

Miscellaneous Provisions

Section 6.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 6.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff and Defendant and their counsel and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.03 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to

any other person. Plaintiff expressly warrants that she has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.04 Non-Cooperation with Third Party Claims.

Unless compelled by a validly issued subpoena or court order, Plaintiff agrees not to invite, solicit, initiate, participate, or otherwise cooperate in any way in any legal or adversary proceedings, potential legal or adversary proceedings, or in any other public or private activity, taken against Defendant and/or any Releasees, which may be contemplated or initiated by any persons or entities not a party to this Agreement, regarding any of the claims released by this Agreement. Nothing within this Agreement is intended to prevent or interfere with Plaintiff's participation in any investigation, hearing, or proceeding conducted by any governmental agency, in accordance with applicable law.

Plaintiff and Plaintiff's Counsel also agree that they will not Solicit ("Solicit" as used here is as defined in Rule 1-400, of the California Rules of Professional Conduct), directly or indirectly, any current or former employees of Defendant to pursue a claim against Defendant, and Plaintiff will not otherwise voluntarily assist other claimants adverse to Defendant.

Plaintiff and Plaintiff's counsel represent and warrant that neither they nor anyone acting on their behalf are aware of any individual or entity who has considered or intends to file claims of any nature against the Defendant. Nothing in this Section 6.04 shall be construed as precluding Plaintiff's counsel from representing any person adverse to the Company in the future.

Section 6.05 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.06 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action.

Section 6.07 Waiver of Compliance.

Any failure of any Party, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.08 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A scanned or faxed signature shall be valid as an original signature.

Section 6.09 Attorneys' Fees and Costs.

Except as expressly provided herein, Defendant and Plaintiff shall each bear its/her own attorney's fees and costs.

Section 6.10 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's Counsel and Defendant's Counsel shall meet and confer in an attempt to reach a resolution. If the Parties are unable to reach a resolution, they agree to submit any such dispute(s) to Henry Bongiovi for binding resolution. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely

and exclusively in the Superior Court of the State of California for the County of San Diego. The foregoing is only limited to disputes concerning this Agreement and in no way limits or negates the enforceability and effect of the underlying arbitration agreement signed by Defendant and the SEIU UNITED SERVICE WORKERS WEST, (SEIU-USWW), CTW of San Diego, California (“Union”), obligating Union members to arbitrate any and all claims on an individual (and not on a class or collective) basis. Plaintiff, on her own behalf and on behalf of the Aggrieved Employees, and Defendant participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed against the other.

Section 6.11 Fair Settlement

Plaintiff, Defendant, Plaintiff’s Counsel, and Defendant’s Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

Section 6.12 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.13 Waiver of Appeals.

The Parties waive all appeals from the Court’s approval of the PAGA penalties, unless the Court materially modifies the settlement and/or the PAGA penalties.

Section 6.13 Continuing Jurisdiction.

The Court shall retain exclusive and continuing jurisdiction of this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligations of this Agreement pursuant to Code of Civil Procedure section 664.6.

Article VII.

Confidentiality

Section 7.01 Confidentiality.

Plaintiff and her Counsel agree that they have not and will not publish the Agreement. In response to any inquiries Plaintiff will state that “the case was resolved and it was resolved confidentially” or words to that effect. Plaintiff’s Counsel shall not report the Agreement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Aggrieved Employees on their website, and shall not contact any reporters or media regarding the Agreement or its content. However, Plaintiff’s attorneys are authorized to make a limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and electronic submission of settlement documents to the LWDA and neither Plaintiff nor her counsel or representatives are permitted to disseminate or publish, distribute, or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. However, nothing in this Agreement shall preclude Plaintiff’s counsel from identifying the terms of this settlement to any future tribunal for purposes of establishing Plaintiff’s counsel’s adequacy as class counsel or as PAGA counsel.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: May 12, 2021

By: *Rosa Gomez*
Rosa Gomez (May 12, 2021 12:58 PDT)
Rosa Gomez Felix

Dated: _____

Westland Services, Inc., dba Sandstrand

By: _____
Printed Name: _____
Title: _____

[ATTORNEYS’ SIGNATURES ON FOLLOWING PAGE]

Plaintiff and her Counsel agree that they have not and will not publish the Agreement. In response to any inquiries Plaintiff will state that "the case was resolved and it was resolved confidentially" or words to that effect. Plaintiff's Counsel shall not report the Agreement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Aggrieved Employees on their website, and shall not contact any reporters or media regarding the Agreement or its content. However, Plaintiff's attorneys are authorized to make a limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and electronic submission of settlement documents to the LWDA and neither Plaintiff nor her counsel or representatives are permitted to disseminate or publish, distribute, or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. However, nothing in this Agreement shall preclude Plaintiff's counsel from identifying the terms of this settlement to any future tribunal for purposes of establishing Plaintiff's counsel's adequacy as class counsel or as PAGA counsel.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth below.

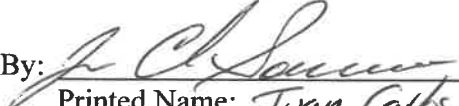
APPROVED AND ACCEPTED.

Dated: _____

By: _____
Rosa Gomez Felix

Dated: 5/12/2021

Westland Services, Inc., dba Sandstrand

By: 
Printed Name: Juan Carlos Soriano
Title: President

[ATTORNEYS' SIGNATURES ON FOLLOWING PAGE]

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: May 12, 2021

Haines Law Group, APC

By 

Paul K. Haines
Tuvia Korobkin
Attorneys for Plaintiff
Rosa Gomez Felix

Dated: _____, 2021

SOLOMON WARD SEIDENWURM &
SMITH, LLP

By _____
Daniel Gardenswartz
Jing Y. Li
Attorneys for Defendant
Westland Services, Inc., dba Sandstrand

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: _____, 2021

Haines Law Group, APC

By _____
Paul K. Haines
Tuvia Korobkin
Attorneys for Plaintiff
Rosa Gomez Felix

Dated: May 12, 2021

SOLOMON WARD SEIDENWURM &
SMITH, LLP

By  _____
Daniel Gardenswartz
Jing Y. Li
Attorneys for Defendant
Westland Services, Inc., dba Sandstrand

EXHIBIT A

[CLAIMS ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

*Re: Rosa Gomez Felix v. Westland Services, Inc., et al., San Diego County Superior Court
Case No. 37-2020-00015385-CU-OE-CTL, filed May 26, 2020 (the "Lawsuit")*

A settlement has been reached in the above-referenced Lawsuit.

On [date], 2021, the San Diego Superior Court issued an Order approving the settlement of claims brought pursuant to the Private Attorneys General Act of 2004 ("PAGA"). The Court approved a Settlement in the amount of \$340,000.00. After accounting for Plaintiff's attorney's fees of \$136,000.00 and costs of \$[amount]; Plaintiff's service award of \$5,000.00; and settlement administration costs of \$6,000.00; the remaining amount will be \$[amount] (the "PAGA Penalties"). Pursuant to California law the State of California will receive \$[amount] (75% of the PAGA Penalties as required by law) and the eligible current and former non-exempt employees of Westland Services, Inc. ("Westland") are receiving a pro rata share of the remaining \$[amount] (25% of the PAGA Penalties) based upon the number of pay periods he/she worked for Westland from April 6, 2019 through [date the Court approves settlement]. The amount that you receive is based on the number of pay periods that you worked for Westland from April 6, 2019 through [date the Court approves settlement].

By way of this Settlement, Westland has been released from any and all claims under the PAGA relating to any and all facts and claims for PAGA penalties that were asserted in the Lawsuit, or could have been asserted under PAGA based on the facts alleged in the Lawsuit, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: overtime wages, minimum wage for all hours worked, statutorily mandated rest periods and rest period premiums, statutorily mandated meal periods and meal period premiums, final wages and compensation at the time of separation, accurate itemized wage statements, reimbursement of necessary business expenses, payment of wages, and maintenance of accurate records on behalf of aggrieved employees (the "Released Claims"). Specifically, the Released Claims are claims for civil penalties under PAGA for violations of Labor Code §§ 201-203, 204, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2804.

Westland denies any liability or wrongdoing and contends, among other things, that it has complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contends that the Lawsuit is without merit.

You are receiving money under the Settlement because you are or were a non-exempt employee of Westland within the State of California who worked one or more pay periods from April 6, 2019 through [date the Court approves settlement]. Your settlement amount is <<\$ Amount>>. Your enclosed check is valid for 180 days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 *et seq.*, in your name. **Even if you fail to cash the enclosed check, you will still be deemed to have waived all PAGA claims based on or arising from the Lawsuit, including all claims set forth in the release of claims described above.** However, nothing in this Settlement releases your individual wage and hour claims.

	<u>For Questions About the Settlement, Your Check, or Address Information, Please Contact:</u> Phoenix Settlement Administrators [INSERT CONTACT INFORMATION]
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EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 18, 2020

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Rosa Gomez Felix v. Westland Services, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Rosa Gomez Felix in claims arising from her employment with Westland Services, Inc. and Does 1 through 100 ("Westland"). Ms. Felix is an "aggrieved employee" as defined by Labor Code section 2698, *et seq.* ("PAGA") due to Westland's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" are all current and former non-exempt employees of Westland who worked for Westland in California during the one year immediately preceding the date of this letter through the present.

Ms. Felix worked for Westland as a non-exempt employee and her employment with Westland was terminated in on or around November 2019. Ms. Felix's job duties included, but were not limited to, cleaning an entire building by herself each workday.

During Ms. Felix's employment, Westland has utilized a timekeeping system which failed to compensate Ms. Felix and other aggrieved employees for all hours actually worked and which has resulted in Ms. Felix and other aggrieved employees not being compensated for all hours worked. Specifically, Westland only paid Ms. Felix and other aggrieved employees for exactly 8 hours of work in a given workday, regardless of how much time was actually spent working, and/or otherwise under-reported the number of hours worked. In addition, Ms. Felix and other aggrieved employees did not record their hours worked; rather, a supervisor would input a predetermined number of hours (generally 8 hours per day) on employee timesheets, which upon information and belief, did not represent all hours actually worked by Ms. Felix and other aggrieved employees. As a result, Ms. Felix and other aggrieved employees have not been paid for all hours worked, including on workdays when they worked over 8 hours and/or in workweeks when they worked over 40 hours. Additionally, Westland automatically deducted 30 minutes for a purported meal period for each shift worked, irrespective of whether or not a full 30-minute meal period was actually provided or taken, resulting in additional unpaid wages. The foregoing timekeeping policies and/or practices regularly, systematically, and impermissibly under-reported the hours worked by Ms. Felix and other aggrieved

meal period was actually provided or taken, resulting in additional unpaid wages. The foregoing timekeeping policies and/or practices regularly, systematically, and impermissibly under-reported the hours worked by Ms. Felix and other aggrieved employees, resulting in the failure to compensate Ms. Felix and other aggrieved employees for all hours worked, including overtime, double-time, and minimum wages.

Ms. Felix and other aggrieved employees have also not been provided with all legally compliant meal periods because Westland's meal period policies/practices have failed to provide them with a timely, duty-free, and uninterrupted 30-minute meal period commencing before the end of the fifth hour of work, and/or a second 30-minute meal period for shifts of over 10.0 hours. Specifically, Westland failed to provide Ms. Felix and other aggrieved employees with their meal periods due to their understaffing of their buildings, including, *inter alia*, often staffing only one employee for an entire building and assigning more than 8 hours of job duties, such that aggrieved employees were often unable to take a duty-free 30 minute meal period during their shift. In the event that a legally compliant meal period was not in fact provided, Ms. Felix was not paid the meal period premium required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Westland did not maintain a payroll code or other mechanism for the payment of meal period premiums under Labor Code § 226.7 in the event that they failed to provide a legally compliant meal period to their aggrieved employees.

Ms. Felix and other aggrieved employees were also not authorized and permitted to take all legally compliant rest periods. Specifically, Westland understaffed buildings and assigned Ms. Felix and other aggrieved employees with more than 8 hours of job duties per workday, such that Ms. Felix and other aggrieved employees were unable to take a duty-free 10-minute rest period per each 4 hours worked or major fraction thereof, due to the demands of their job duties and the volume of work assigned to them. On those occasions where Ms. Felix and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods to which they were entitled, Westland failed to compensate Ms. Felix and other aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Westland maintained no payroll code or other mechanism for the payment of rest period premium wages under Labor Code § 226.7 in the event it failed to authorize and permit all required rest periods.

Westland's policies have also failed to reimburse Ms. Felix and other aggrieved employees for all necessary business expenses, including but not limited to cell phone expenses incurred in, *inter alia*, communicating with management. Although Ms. Felix and other aggrieved employees were required to incur the expense of using their personal cell phone in connection with their job duties, they were not reimbursed by Westland for this expense.

Because of the above violations, Westland also failed to timely pay Ms. Felix and all former aggrieved employees all wages owed at the time of their respective separations from employment, has failed to issue accurate itemized wage statements, and has failed to maintain accurate records of, inter alia, employee time worked, wages earned, and meal periods taken.

Ms. Felix is informed and believes that Westland continues to commit the aforementioned violations.

As described above, Westland committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Overtime Wage Violations

Westland is required to properly compensate aggrieved employees, including Ms. Felix, for all hours worked in excess of eight hours per workday and/or forty hours per workweek, at one and one-half times their regular rate of pay, and two times their regular rate of pay for all hours worked in excess of twelve hours per workday. *See* Labor Code §§ 510, 1194(a) and 1198; Wage Order 5, § 3. According to Labor Code § 510(a), "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This section further provides, "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

As alleged above, Westland maintained, and continues to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Ms. Felix and other aggrieved employees for all overtime hours worked. Further, Westland maintained, and continues to maintain, timekeeping policies/practices that automatically deduct 30-minutes for purported meal periods from the hours worked by Ms. Felix and other aggrieved employees, regardless of whether a full 30-minute meal period was taken. As a result of these policies/practices, Ms. Felix and other aggrieved employees have been, and continue to be, deprived of all earned overtime and double-time wages due.

Minimum Wage Violations

Westland is required to pay Ms. Felix and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked. *See* Labor Code §§ 1182.12, 1194; 1194.2, 1197, 1198, and Wage Order 5, § 4. As alleged above, Westland maintained, and continues to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Ms. Felix and other

aggrieved employees for all hours worked. Further, Westland maintained, and continues to maintain, timekeeping policies/practices that automatically deduct 30-minutes for purported meal periods from the hours worked by Ms. Felix and other aggrieved employees, regardless of whether a full 30-minute meal period was taken. As a result of these policies/practices, which failed to compensate for all hours worked, Ms. Felix and other aggrieved employees were, and continue to be, deprived of all required minimum wages due.

Meal Period Violations

As alleged above, Westland failed, and continues to fail, to provide Ms. Felix and other aggrieved employees with all required and compliant meal periods, due to Westland's meal period policies/practices that often failed to provide a timely, duty-free, and uninterrupted full 30-minute meal periods before the fifth hour of work and/or failed to provide second meal periods for shifts over 10.0 hours. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Ms. Felix and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."); Wage Order 5, § 11(D) (same). As alleged above, Westland has failed to pay Ms. Felix and other aggrieved employees the meal period premium wages to which they are legally entitled.

Rest Period Violations

As alleged above, Westland also failed, and continues to fail, to authorize and permit Ms. Felix and other aggrieved employees to take all rest periods to which they were legally entitled. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Ms. Felix and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided."); Wage Order 5, § 12 (same). As alleged above, Westland has failed to pay Ms. Felix and other aggrieved employees the rest period premium wages to which they are legally entitled.

Failure to Reimburse Employees for Necessary Business Expenditures

As discussed above, Westland failed, and continues to fail, to reimburse Ms. Felix and other aggrieved employees for necessary business expenditures including, but not limited to, use of their personal cellular phones to communicate with management.

Westland's policy and/or practice of failing to reimburse necessary business expenditures is in violation of Wage Order 5, § 9 and Labor Code §§ 2802 and 2804. (Labor Code § 2802(a) states: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer..."). Therefore, Ms. Felix and other aggrieved employees are entitled to reimbursement of unreimbursed work expenditures with interest.

Failure to Timely Pay Final Wages

As alleged above, Westland failed to timely pay former aggrieved employees all of their final wages at the time of separation of employment, including but not limited to all earned minimum wages, overtime and double-time wages, and meal and rest period premium wages, as required under Labor Code §§ 201-202. Westland's failure to pay all final wages due to former aggrieved employees was willful and, consequently, entitles former aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Westland failed to pay their final wages after their separation, up to a maximum of thirty days. *See* Labor Code §§ 203 and 256.

Wage Statement Violations

Westland was required to furnish Ms. Felix and other aggrieved employees with accurate and itemized wage statements that included, among other requirements, all hours worked, all hourly rates, all gross wages earned, and all net wages earned. *See* Labor Code § 226(a). As alleged above, as a result of its failure to pay all minimum wages, overtime wages, and meal and rest period premium wages, Westland failed, and continues to fail, to issue accurate, itemized wage statements semimonthly or at the time of each payment of wages to its employees, as required by Labor Code § 226(a).

Failure to Maintain Records

As alleged herein, in addition to the wage and hour violations described above, Westland has failed to maintain records as required by Labor Code § 1174 and Wage Order 5, § 7, by failing to maintain accurate records of employees' meal periods and hours worked.

Ms. Felix is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present. As an "aggrieved employee," Ms. Felix will initiate a civil action on behalf of herself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Felix's own investigation, and on information and belief, Westland has committed, and continues to commit, the following Labor Code violations:

- a. Westland has violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Ms. Felix and other aggrieved employees all overtime and/or double-time compensation earned;
- b. Westland has violated Labor Code §§ 204, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Ms. Felix and other aggrieved employees at least the statutory minimum wage for all hours worked;
- c. Westland has violated Labor Code §§ 226.7, 512, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Felix and other aggrieved employees for each workday in which they suffered a meal period violation;
- d. Westland has violated Labor Code §§ 226.7, 516, and 1198 by failing to authorize and permit Ms. Felix and other aggrieved employees to take all rest periods to which they were entitled by law, and failing to pay rest period premiums to Ms. Felix and other aggrieved employees for rest period violations for each workday in which they suffered a rest period violation;
- e. Westland has violated Labor Code § 226 by failing to furnish Ms. Felix and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Westland has violated Labor Code §§ 201-203 by failing to timely pay all final wages due to former aggrieved employees upon their separation of employment;
- g. Westland has violated Labor Code §§ 558, 2802, 2804, and 1198 by failing to reimburse Ms. Felix and other aggrieved employees for all necessary business expenditures incurred;
- h. Westland has violated Labor Code § 204 by failing to pay Ms. Felix and other aggrieved employees all wages earned at least twice during each calendar month; and
- i. Westland has violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records of all work periods and all meal periods on behalf of Ms. Felix and other aggrieved employees.

///

LWDA
June 18, 2020
Page 7 of 7

Pursuant to Labor Code section 2699.3, please notify us and Westland if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in dark ink, appearing to read 'P. H.', is written over a horizontal line.

Paul K. Haines

cc: Westland Services, Inc., c/o Juan C. Soriano, Agent for Service of Process (via certified mail)

7019 2280 0002 0357 4228

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| ☐ Adult Signature Restricted Delivery | \$ | |

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Street or

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Westland Services, Inc.
c/o Juan C. Soriano, Agent of
Service of Process
4858 Ronson Court, Suite B
San Diego, California 92111



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete Items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X  ☐ Agent ☐ Addressee	
1. Article Addressed to: Westland Services, Inc. c/o Juan C. Soriano, Agent of Service of Process 4858 Ronson Court, Suite B San Diego, California 92111		B. Received by (Printed Name) Noheli	C. Date of Delivery 6-22-20
2. Article Number (Transfer from service label) 7019 2280 0002 0357 4228		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☐ Adult Signature ☒ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☒ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

EXHIBIT 3

LAFFEY MATRIX

[History](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645

6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *McDowell v. District of Columbia*, Civ. A. No. 00-594 (RCL), LEXSEE 2001 U.S. Dist. LEXIS 8114 (D.D.C. June 4, 2001); *Salazar v. Dist. of Col.*, 123 F.Supp.2d 8 (D.D.C. 2000).

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 4

Haines Law Group, APC Expense Summary
Rosa Gomez Felix v. Westland Services, Inc.

EXPENSE	AMOUNT
Mediation Costs	\$5,000.00
Expert Fees	\$599.50
Filing Fees, Jury Fees, Messenger Fees, and Other Service Fees	\$2,432.61
Copying and Postage Costs	\$345.18
Legal Research Costs	\$180.63
TOTAL:	\$8,557.92