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Attorneys for Plaintiff RAFAEL RAMIREZ,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER**

RAFAEL RAMIREZ,

Plaintiffs,

v.

SPEARMAN CLUBS, INC. DBA LAGUNA
NIGUEL RQCQUET CLUB, a California
corporation, and DOES 1 through 50, ALL
INCLUSIVE,

Defendants.

HECTOR VIEYRA, on behalf of himself and
all "Aggrieved Employees" pursuant to Labor
Code § 2698 *et seq.*,

Plaintiffs,

v.

SPEARMAN CLUBS, INC., a Delaware
corporation, and DOES 1 through 10,
inclusive,

Defendants.

) Case No.: 30-2020-01141764-CU-WT-
) CJC (related to CASE NO: 30-2020-
) 01156371-CU-OE-CXC)

) *Assigned for all purposes to:*
) *Hon. William Claster, Dept. CX104*

) **DECLARATION OF FARAH**
) **MIRABEL IN SUPPORT**
) **OF MOTION FOR AN ORDER AND**
) **JUDGMENT APPROVING**
) **SETTLEMENT OF CLAIMS**
) **BROUGHT PURSUANT TO THE**
) **PRIVATE ATTORNEYS GENERAL**
) **ACT OF 2004, AWARDED**
) **ATTORNEYS' FEES, COSTS,**
) **ENHANCEMENT AWARDS AND**
) **GENERAL RELEASE PAYMENT,**
) **AND REIMBURSEMENT OF**
) **SETTLEMENT ADMINISTRATION**
) **EXPENSES**

) **Date: June 18, 2021**
) **Time: 9:00 a.m.**
) **Dept: CX104**
) **Reservation ID#: 73530301**

) Action filed: May 26, 2020
) Trial Date: None Set

1
2 I, FARRAH MIRABEL, ESQ., declare as follows:

- 3 1. I am an attorney at law duly licensed to practice before all courts in the State of
4 California and counsel for Plaintiff RAFAEL RAMIREZ, ("Plaintiff") in this
5 action. I make this declaration based on my personal knowledge and, if called
6 upon to testify as a witness, I could and would testify competently to the facts
7 stated herein.
- 8 2. The above matter arises out of Plaintiffs' allegations that Defendant,
9 SPEARMAN CLUBS, INC. DBA LAGUNA NIGUEL RQCQUET CLUB,
10 (*hereinafter* "SPEARMAN") failed to provide uninterrupted rest breaks and meal
11 breaks to their employees and also failed to pay for sick days, failed to pay for
12 minimum wage and pay for all wages earned and pay all overtime, failed to
13 maintain accurate payroll records and produce them upon demand and failed to
14 pay wages upon separation.
- 15 3. Plaintiff Ramirez, including other employees, claim that they complained to
16 management for Defendant on numerous occasions that they could not take
17 uninterrupted rest breaks or meal breaks. Defendant, however, failed to take any
18 action whatsoever despite Plaintiff's and other employees' demand that
19 Defendant accommodate their "uninterrupted" rest breaks and meal breaks. I
20 represented plaintiff Ramirez before commencement of the litigation. I drafted
21 PAGA letter for his claims against the Defendant and mailed it to the Defendant
22 on March 31, 2020 and also filed it on line with State of California, Department
23 of Industrial Relations, Labor and Workforce development Agency, LWDA.
- 24 4. On April 3, 2020, I filed a civil complaint: RAFAEL RAMIREZ v. SPEARMAN
25 CLUBS, INC. DBA LAGUNA NIGUEL RQCQUET CLUB Case #: 30-2020-
26 01141764-CU-WT-CJC. Due to the pandemic and court closure, the filing date is
27 May 26, 2020. After LWDA failed to take any action, I filed the First Amended
28 complaint on July 7, 2020. The complaint includes seventeen causes of action:

1 seven individual causes of action for wrongful termination and discrimination and
2 lack of workers compensation assistance by employer. It also includes eight
3 individual causes of action for lost wages and one PAGA cause of action on top
4 of claims under Business and Professions Code §17200, et seq.
5

6 5. My firm has invested significant time and resources into this case. Our efforts
7 included, without limitation, the following: Interviews of the PAGA
8 Representative Rafael Ramirez and several witnesses and review of documents
9 provided by these persons; legal research regarding Defendant's practices;
10 meeting with the Plaintiff, working closely with the Plaintiff in responding to the
11 mediation hearing; preparation and arrangement of court appearances; full day
12 mediation, and review of the drafts of the stipulation of settlement, MOU and
13 attachments; release, preparation of declarations and review of the papers for
14 motion for preliminary approval.

15 6. I am an experienced trial attorney. I was admitted to the bar in December 1992
16 and have been practicing since 1993, about 28 years, I have conducted many jury
17 and bench trials on top of hundreds of deposition, mediation and arbitration
18 hearings. I have appealed several court decisions, judgments and rulings.

19 7. I am experienced and qualified to evaluate the PAGA claims, the viability of the
20 defenses, and the risks and benefits of settlement versus trial on a fully informed
21 basis. I am qualified to handle this litigation because I have been litigating Labor
22 Code violations in both single and class actions in both state and federal courts.
23 By way of example, I have and continue litigate several cases against the largest
24 firms in the country, including, but not limited to Littler, Latham & Watkins,
25 O'Melveny & Myers, Morrison & Foerster, Jackson Lewis, Sheppard Mullin,
26 Seyfarth Shaw and ReedSmith LLP. Currently, our active caseload includes
27 approximately four plaintiff's wage and hour class action cases, and another five
28 plaintiff's wage & hour class action cases to be filed. Additionally, actively I am

1
2 representing plaintiffs in ten court actions with a PAGA cause of action against
3 employers in employment matters.

4 8. I have been certified as class counsel for the following class action matters:

5 JAIME SANCHEZ VS MATCHMASTER DYEING AND FINISHING INC
6 CASE #: BC572723

7 FAUSTO CORTEZ et al. v. PACIFIC HOTEL MANAGEMENT, INC.
8 CASE #: 30-2014-00701706-CU-OE-CXC

9 9. Based on my experience and the period of time I have been practicing, my hourly
10 rate is \$700.

11 10. I believe that this settlement is a fair and reasonable settlement in light of the
12 complexities of the case and uncertainties of litigation, and a fair result for the all
13 aggrieved employees.

14 11. In my opinion, the efforts of my firm and the firm of Gaines and Gaines, have
15 resulted in substantial benefits to the settlement of this matter, in the form of a
16 substantial settlement fund established to compensate aggrieved employees for
17 missed rest and meal breaks. Without the efforts of our two firms, the Labor
18 Code and Wage Order violations alleged in the action would have gone
19 completely unremedied. In my opinion, the percentage fee requested is
20 reasonable given the result achieved.

21 12. The incentive of \$2,500 to Plaintiff Rafael Ramirez is fair and reasonable. He
22 spent several hours in consultation with my office regarding the issues raised in
23 the action. He has remained in contact with my office throughout the litigation
24 and the settlement process. Mr. Ramirez provided all of the documents in his
25 possession and he also talked to other employees who are still employed to
26 confirm that the claims in this action are not just his individual experience but
27 also other employee are suffering from the same violations. Finally, Mr. Ramirez
28

1 was available for the all-day Mediation to answer any potential questions. He has
2 been diligent to act as a Representative. He has added value to the amount of the
3 settlement by asserting claims beyond PAGA claims and also his individual claim
4 for meal break and overtime violation by the Defendant. Declaration of Rafael
5 Ramirez is concurrently filed.
6

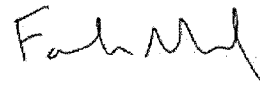
7 13. A true and correct copy of the itemized costs incurred by my office is attached
8 hereto as Exhibit "A". The total is \$1459.52.

9 14. Attached as Exhibit "B", is a correct and true time itemization I prepared for this
10 case. The total hours are 88.5.

11 15. I am in agreement with the declaration of Daniel F. Gaines as to the details of
12 how we handled this case together, how we evaluated and reached the settlement
13 and the total costs and attorneys' fees. I must add that before Mr. Gaines and I
14 agreed to jointly handle this matter, on November 3, 2020, I propounded
15 extensive discovery requests on Defendant.
16

17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct.

19 Executed this May 15, 2021, in Los Angeles, California.

20 

21
22 **Farrah Mirabel, Esq.**
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EXHIBIT “A”

Law Offices of
Farrak Mirabel
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1070 Stradella Rd.
Los Angeles, California 90077

May 14, 2021

INVOICE for Rafael Ramirez:

LWDA fee	\$75
Postage fee	\$12
Summons and complaint fee	\$455.18
Efiling fee S&C (TURBO) complaint	\$10.60
Efiling fee for FAC	\$12.24
Purchase of pleadings	\$15
Expert Berger fee	\$800
Service fee	\$79.50
 TOTAL	 \$1,459.52

EXHIBIT “B”

Law Offices of
Farrah Mirabel
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1070 Stradella Rd.
Los Angeles, California 90077

May 14, 2021

Ramirez interview/sign up	5-14-19	5.5 hours
Witness interview	5-20-19	2.5 hours
Employment letter to Defendant	5-21-19	2 hours
PAGA NOTICE	3-30-20	2.5 hours
Complaint	4-3-20	5 hours
Summons/CCS	4-3-20	1 hour
First Amended complaint	7-5-20	2 hours
Phone call and meeting with Fire marshall	Oct 20	3.5 hours
Drafting discovery set one	11-3-20	15 hours
Email from defense	1-27 and 1-28-21	1 hour
Telephone call with defense	1-28-21	1 hour
Emails with Defense counsel	3-1-21	.2
Emails exchanged with defense	3-2-21	.5
Email from defense	3-4-21	1 hour
Phone call with Gaines	1-29-21	.5 hour
Emails with Gaines	1-29-21 to 4-14-21	2.5 hours
Review of records produced by defense	3-4-21	5 hours
Review of Ramirez records from defense	3-4-21	3.5 hours
Review of docs produced by defense,	3-5-21	2 hours
Email to expert	3-9-21	.5 hour
Email to expert on	3-10-21	1 hour
Email of expert/review of his report	3-11-21	2 hours
Mediation	3-12-21	8 hours
Email from defense after mediation		1.5 hour
Talking to client before and after mediation		2.2 hours
JPA review and client signing it	3-15-21	1 hour
MOU review, meeting client to sign	3-15-21	2 hours
JCS of 3-25-21	prepared 3-18-21	1 hour
Phone call with defense	3-18-21	.5 hour
Email/invoice/payment expert	3-29-21	.5 hour
Review of settlement agreement	4-7-21	1 hour
Review & revision	4-9-21	1.1 hour
Review of agreement	4-12-21	1.2 hour
Meet with client to sign agreement	4-14-21	2.2 hours
Review of revised agreement	5-10-21	1.1 hour

Declaration of Rafael Ramirez 5-10 to 5-17, 2021 2.5 hours
Declaration of Farrah Mirabel. 5-10 to 5-15, 2021 3 hours

TOTAL: 88.5 x \$700 = \$61,950