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similarly situated.
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN DIEGO – CENTRAL**

11 LIZBETH GARCIA, on behalf of herself
and all others similarly situated,

12 Plaintiffs,
13 v.

14 THE BAY CLUBS COMPANY, LLC; and
DOES 1 through 50, inclusive.

15 Defendants.
16
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CASE NO.: 37-2018-00029247-CU-OE-CTL

**DECLARATION OF ERNESTO SANCHEZ IN
SUPPORT OF PLAINTIFFS' UNOPPOSED EX
PARTE APPLICATION FOR APPROVAL OF
PAGA SETTLEMENT**

Date: March 8, 2022
Time: 8:30 a.m.
Judge: Hon. Gregory W. Pollack
Dept: C-71
Complaint Filed: June 13, 2018
Trial Date: January 14, 2022

*[filed concurrently with Plaintiff Lizbeth Garcia's
Notice of Unopposed Ex Parte Application;
Plaintiff's Unopposed Ex Parte Application
Declaration of Jeffrey L. Hogue; Declaration of
Devon K. Roepcke; Declaration of William M.
Turner; Declaration of Lizbeth Garcia; Declaration
of Jeyson Pineda; Declaration of Patricia
Calderon; Declaration of Caroline Salazar; Notice
of Lodgment; Proposed Order; Proposed
Judgement; Request for Judicial Notice]*

1 I, Ernesto Sanchez, declare that:

2 1. I am an attorney at law duly licensed to practice before all courts of the State of
3 California, and I am an attorney with Liberation Law Group, P.C., counsel for Plaintiffs Jeyson Pinda
4 and Patricia Calderon in the action *Jeyson Pineda, et al. v. The Bay Clubs Company, LLC, et al.*, San
5 Mateo County Superior Court Case No. 18-CIV-05996 (the “Pineda Action”). I have personal
6 knowledge of the facts stated herein, except for those stated on the basis of information or belief, which
7 I believe to be true.

8 2. On or about August 1, 2018, Plaintiffs transmitted their letter to the LWDA
9 outlining various labor code violations, including, but not limited to: (1) failure to pay all wages earned,
10 including overtime pay, within their respective pay period, in violation of Labor Code §§ 204, 223,
11 510, 1194, 1197, and §§ 3 and 4 of IWC Wage Order 5-2001; (2) failure to provide accurate wage
12 statements as required by Labor Code § 226; (3) failure to pay for missed meal and rest periods in
13 violation of Labor Code §§ 226.7, 512, and §§ 11 and 12 of IWC Wage Order 5-2001; and (4) failure
14 to pay all wages owed upon discharge or resignation in violation of Labor Code §§ 201 and 202.

15 3. On November 6, 2018, Plaintiffs filed their individual and PAGA civil complaint
16 against Defendants for the Labor Code violations described in their letter to the LWDA.

17 4. Defendants filed their Answer to Plaintiffs’ Complaint on March 7, 2019.

18 5. On March 12, 2022, Defendants filed a motion to compel Plaintiffs to arbitrate
19 their individual claims and for a stay of their PAGA claims pending arbitration of Plaintiffs’ individual
20 claims.

21 6. On April 26, 2019, the Court granted Defendants’ motion to compel arbitration
22 of Plaintiffs’ individual claims and stay their PAGA claim.

23 7. Plaintiffs and Defendants ultimately settled their individual claims on June 8,
24 2021. Extensive amounts of informal discovery was analyzed in order to prepare damage models for
25 mediation.

26 8. Since June 8, 2021, Plaintiffs’ counsel has worked cooperatively with counsel
27 for Plaintiffs Garcia, Salazar, and Klipa to prevent a reverse auction and to negotiate a settlement of
28

1 the PAGA actions that is favorable to the aggrieved employees and the State of California.

2 9. The collective, cooperative parties and attorneys involved in the four actions
3 participated in mediation on October 1, 2021, with Hon. Lisa Cole (Ret.). The cases did not settle at
4 the mediation. The parties continued to negotiate after the mediation both with and without Judge
5 Cole's involvement.

6 10. On January 21, 2021, the parties ultimately reached a global settlement in
7 principle and thereafter negotiated and entered into a Memorandum of Understanding (MOU).

8 11. The MOU was further negotiated into a long form settlement agreement entitled
9 "Private Attorney General Act Settlement Agreement" which was not fully executed until February 16,
10 2022.

11 12. Based on the sufficient data that Defendants provided as well as my experience
12 with valuing PAGA settlements, I endorse the settlement reached in this action. It was reached after
13 thoroughly and carefully evaluating all available data, and was commensurate with the risks and
14 benefits on both sides. The settlement was reached upon both sides exchanging and evaluating ample
15 discovery sufficient for each party to have a realistic understanding of the monetary exposure. It is my
16 opinion, the PAGA Settlement reached in this case was fair, just, and served the statute's stated
17 objective of ensuring "genuine and meaningful" penalties. Plaintiffs' counsel in the Actions were well
18 versed in the area of PAGA related wage and hour litigation, and defense counsel was well versed in
19 PAGA related wage and hour litigation as well.

20 13. I and other attorneys at Liberation Law Group, P.C. are experienced in
21 prosecuting class actions.

22 14. My firm's work included the following tasks: communicating with the named
23 clients and other aggrieved employees, investigating the facts; researching claims; reviewing and
24 analyzing a motion to compel arbitration; drafting and filing administrative and civil complaints;
25 meeting and consulting with opposing counsel to discuss the case and conduct case management
26 conferences; reviewing Defendant's production of documents, including, among other things, time
27 records, wage statements, and employee personnel documentation; working on the mediation brief;
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1 attending court hearings; conducting legal research; and performing various other tasks necessary to
2 produce the benefit this Settlement brings to the State of California and the Aggrieved Employees.

3 15. The hourly rates for Liberation Law Group, P.C. attorneys and legal assistants
4 in this case range from \$160-\$180 for legal assistants, \$300-\$550 for attorneys, as follows:

<i>Phillips Action</i>				
Timekeeper	Admin Year	Rates	Hours Spent	Total Billed
Arlo Garcia Uriarte (Attorney)	2004	\$550	7.00	\$3,850.00
Ernesto Sanchez (Attorney)	2011	\$420	75.60	\$31,752.00
Elizabeth Lyons (Attorney)	2019	\$300	1.10	\$330.00
Andrea Ortiz (Legal Assistant)		\$160.00	1.70	\$272.00
Kristoffer Solomon (Legal Assistant)		\$180.00	32.60	\$5,868.00
Mariana Toledo Segarra (Legal Assistant)		\$160.00	24.50	\$3,920.00
Vicent Uriarte		\$160.00	27.00	\$4,320.00
Liberation Law Group Total Fees =			169.5	\$50,312.00

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16 16. As of March 3, 2022, Liberation Law Group, P.C. has advanced expenses for
17 the PAGA claims in the amount of \$2,759.79. A true and correct copy of my firm's cost bill is
18 attached as Exhibit "A."

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 March 3, 2022.

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23 Ernesto Sanchez
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Exhibit A

