

Jeffrey L. Hogue (SBN 234557)
Tyler J. Belong (SBN 234543)
Mark A. Simpliciano (SBN 331516)
HOGUE & BELONG, APC
170 Laurel Street
San Diego, CA 92101
Tel: (619) 238-4720; Fax: (619) 238-5260

Attorneys for Plaintiff, and all others
similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – CENTRAL**

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

Plaintiffs,
v.

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

Defendants.

CASE NO.: 37-2018-00029247-CU-OE-CTL

**DECLARATION OF JEFFREY L. HOGUE 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 Devon K. Roepcke; Declaration of
Ernesto Sanchez; 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, Jeffery Hogue, declare as follows:

2 1. I am a principal with the law firm Hogue & Belong, duly admitted to practice
3 before all the Courts of the State of California, and am attorney of record herein for plaintiff,
4 Lizbeth Garcia. I make this declaration from my personal knowledge except as to those matters,
5 if any, stated on information and belief, and if called as a witness, I could and would competently
6 testify thereto.

7 2. Lizbeth Garcia, the appointed private attorney general, worked for The Bay Clubs
8 Company, LLC as a window attendant taking and serving food and beverage drinks to patrons
9 during the relevant time period. A true and correct copy of the parties' Class Action and PAGA
10 Representative Action Settlement Agreement is attached hereto as **Exhibit "A"**. The settlement
11 was reached after a global mediation between Defendants and plaintiff, Lizbeth Garcia in the
12 instant action and three other actions – *Allyson Klipa v. The Bay Clubs Company, LLC*, case
13 number CGC-20-587892 (S.F. Sup. Ct.) (*Klipa Action*); *Carolina Salazar v. The Bay Clubs, LLC*,
14 case no. YC073022 (S.M. Sup. Ct.) (*Salazar Action*); and *Jeyson Pineda, et al. v. The Bay Clubs*
15 *Company, LLC*, case number 18CIV05996 (*Pineda Action*).

16 **INVESTIGATION AND ANALYSIS OF CLAIMS AMONG THE ACTIONS**

17 3. The parties in the Actions thoroughly and vigorously litigated this case before
18 mediation. To wit, the *Garcia* action – one of the four Actions subject to this settlement – has
19 been litigated for over three years.

20 4. The *Garcia* Action was extremely active. Before Defendants substituted in their
21 current counsel, the parties in the *Garcia* Action were in court on a frequent basis. For instance,
22 Defendant was not responding to discovery and ignoring deposition notices, which forced
23 Plaintiff to expend time and resources to file informal discovery conferences before Defendant
24 would comply with its discovery obligations.

25 5. We engaged in sufficient discovery that allowed us to evaluate liability and value
26 the PAGA claims. Plaintiffs had information about the number of Aggrieved Employees, the
27
28

1 number of pay periods, the time records, wage statements, and relevant employment policies and
2 practices during the PAGA period.

3 6. Plaintiff retained Robert Fountain, Ph.D. to analyze the employee time records,
4 meal period waivers, and wage statements Defendants produced. He then overlaid the violation
5 rate by pay period, since PAGA penalties are per pay period. Dr. Fountain, among other things,
6 analyzed and evaluated claims related to meal and rest period compliance, noncompliant wage
7 statements, and unreimbursed expenses. At Plaintiff's counsel's direction, Dr. Fountain ran
8 different algorithms and programs to come up with various damage models in preparation for
9 mediation and trial.

10 7. Since the *Garcia* action was the first filed PAGA action, it had the longest statute
11 of limitations. Hence, Dr. Fountain conducted an analysis for claims of the *Garcia* action.

12 8. Dr. Fountain, and Plaintiff's counsel, analyzed the maximum value based on the
13 available PAGA penalties under California Labor Code Section 2699(f) - \$100 for initial
14 violation per pay period and \$200 for subsequent violations. But, the damage analysis assessed
15 violations at \$100 per pay period because it was a first offense. (*See Amaral v. Cintas Corp. No. 2*
16 *(2008)* 163 Cal.App.4th 1157, 1209 (finding that once an employer has been notified by a court or
17 commissioner that its conduct is violating the Labor Code, "they will be punished at twice the rate
18 of penalties that could have been imposed or that were imposed for the initial violation."); *see*
19 *also Bernstein v. Virgin Am., Inc.* (9th Cir. July 20, 2021, Nos. 19-15382, 20-15186) 2021 U.S.
20 App. LEXIS 21446, at *39-40 (citing with approval rationale of *Amaral*).)

21 a. **The Meal Period Claim.** Although Defendant did pay meal period
22 premiums, Defendant programmed its payroll clock incorrectly so it
23 underpaid total meal period premiums. Specifically, according to
24 Defendant's payroll department, a meal period premium would not be paid
25 unless the employee worked for 6 hours and 8 minutes, which is a violation
26 of law. To be legally compliant, Defendant would have to pay a meal
27 period premium for any employee who does not receive at least a 30 minute
28 meal period in a work period of greater than five hour for those who did not

1 sign a meal period waiver. For those who did sign a meal period waiver,
2 the employee would not have to be provided a 30 minute duty free meal
3 period so long as s/he worked a work period of six hours or less.

4 b. Based on the foregoing, Dr. Fountain valued Plaintiff's meal period claim at
5 **\$3,040,000.00**, broken down into four distinct groups: (1) first meal period
6 violations for those employees who did not sign a meal period waiver
7 (damages: \$2,213,700.00); (2) second meal period violations for those
8 employees who did not sign a meal period waiver (damages: \$232,700.00);
9 (3) first meal period violations for those employees who *did* sign a meal
10 period waiver (damages: \$496,300.00); and (4) second meal period
11 violations for those employees who *did* sign a meal period waiver
12 (damages: \$97,300.00).

13 c. Based on representations by defense counsel, I understand that since this
14 lawsuit, Defendant has reprogrammed its time clock to pay meal period
15 premiums in compliance with the law, which may have operated as a
16 "mitigating factor" permitting the Court to reduce the total PAGA penalties.
17 (Cal. Lab. Cod. § 2699(e) – "a court may award a lesser amount than the
18 maximum civil penalty amount specified by this part if, based on the facts
19 and circumstances of the particular case, to do otherwise would result in an
20 award that is unjust, arbitrary and oppressive, or confiscatory.").

21 d. **Wage Statement Claim.** Given the amount of pay periods, Plaintiff's
22 expert valued this at **\$19,254,800.00**, since this inaccuracy occurred on
23 every single wage statement. But, based on comments made by this Court
24 on multiple hearings, Plaintiff valued this claim nominally.

25 e. The other Actions' claims, while strong, were not as good as Plaintiffs'
26 meal period claim. For instance, the other Actions' had a reimbursement
27 claim which was based on (1) failure to reimburse for cell phone usage for
28 the Membership Sales Team, and (2) failure to reimburse the for group

1 fitness instructors if they were enrolled to receive periodic released
2 approved music and choreography.

3 i) Regarding the cell phone reimbursement,
4 through discovery, Defendant had a cell phone reimbursement policy. So,
5 arguably, Defendant would have room to argue that it did not know that
6 certain employees were using their cell phones for work related purposes.
7 And, the failure to reimburse for cell phone use only applied to Defendant's
8 Membership Sales Team, which only accounted for 51 employees during
9 the PAGA period.

10 ii) Regarding the failure to reimburse the group
11 fitness instructors, through discovery and investigation that there were
12 1,540 employees classified as "group fitness instructors." Some, but not all
13 of these instructors were required to purchase the quarterly "Release" of
14 music and choreography for the program they taught. Since these Releases
15 came out quarterly, the maximum penalty is four per year. Thus, in the
16 nearly five-year PAGA period, there were a maximum of 30,800 violations.
17 This is probably more than the actual number of violations because not all
18 of the group fitness instructors taught classes requiring them to purchase
19 Releases, and of those who did, it is unlikely that all of them were
20 employed throughout the entire duration of the PAGA period. As such, for
21 the purposes of settlement we treat the maximum value of this claim as
22 **\$308,000.00**, but acknowledge that the actual value is probably lower.

23 f. **Rest Period Claim.** Plaintiffs' rest period claim was asserted in the
24 *Salazar* Action only, and *Salazar* was on the Membership Sales Team,
25 which consisted of 51 employees. The allegation was that a violation
26 occurred on every work shift of 3.5 hours or greater because aggrieved
27 employees' rest periods were always "on-call" – a violation of *Augustus v.*
28 *ABM Security Service, Inc.* (2016) 2 Cal. 5th 257, 270 ("...an employer

1 cannot satisfy its obligations under Wage Order 4, subdivision 12(A) while
2 requiring that employees remain on call.) This theory is based on an
3 assumption that **all** rest periods were “on call.” Defendant disputed this
4 argument, and was expected to argue that employees were not in fact “on
5 call” and that the violation rates were a fraction of what was asserted. In
6 order to prove that all rest periods were treated as on call, Plaintiffs would
7 need to conduct a survey of the PAGA class, at significant cost, as such
8 surveys can cost hundreds of thousands of dollars. Given the cost and
9 difficulty of proving this claim, for the purposes of settlement, Plaintiffs
10 therefore attribute the same value as that of the meal period claim, which
11 was **\$3,040,000.00**.

12 g. **Waiting Time.** These claims would predominantly be derivative. Since
13 the *Garcia* action was filed, the Court of Appeal issued the *Naranjo v.*
14 *Spectrum Security Services, Inc.* (2019) 40 Cal.App.5th 444 opinion which
15 essentially precluded derivative claims under Labor Code sections 203 and
16 226 based on meal or rest period violations. But, on January 2, 2020, the
17 California Supreme Court granted review of *Naranjo*. As of the date of this
18 declaration, the California Supreme Court has not decided *Naranjo*. In
19 other words, *Naranjo* created great uncertainty. Plus, any derivative
20 penalties would act as a “heightened” penalty, which the Court would most
21 likely reduce or eliminate completely. Accordingly, Plaintiffs could not
22 rely on derivative penalties because they might be completely precluded.

23 9. Plaintiffs determined a reasonable best-case scenario would be a **\$25,642,800**, but
24 this figure makes the critical assumption that stacking of PAGA penalties is permissible – which
25 Defendants would argue against and which is uncertain per current law. “Stacking” is a term
26 used when there are multiple Labor Code violations from a Defendant, and the defendant is
27 assessed the requisite penalty (\$100 or \$200) for *each* separate penalty. For instance, if
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1 Defendants had a rest period violation, meal period violation, split shift violation, and
2 unreimbursed expense violation all in the same pay period, it would be counted as *four* separate
3 violations, and Defendants would be assessed four separate monetary penalties in the same pay
4 period (quadruple recovery), instead of just one penalty. There is no California precedent holding
5 whether “stacking” is a proper way to impose penalties against a Defendant. PAGA’s statutory
6 language is unclear as to whether PAGA penalties may be “stacked” because Labor Code section
7 2699, subdivision (f) provides for “a civil penalty for a violation” (emphasis added), implying a
8 separate civil penalty for each violation. On the other hand, employers cite Labor Code section
9 2699, subdivision (g)(1), which states that “an aggrieved employee may recover the civil penalty
10 described in subdivision (f)...on behalf of himself or herself and other current or former
11 employees against whom one or more of the alleged violations was committed” (emphasis
12 added). While no California appellate court has addressed this issue, some federal district courts
13 have found that “stacking” of PAGA civil penalties may be permitted. (See *Schiller v. David’s*
14 *Bridal, Inc.* (E.D. Cal. July 14, 2010, 2010 WL 2793650 at *6 [in order denying motion for
15 remand, court observed “Plaintiff cites no authority establishing that PAGA penalties could not
16 be awarded for every cause of action under which they are alleged”]; *Smith v. Brinker Int’l, Inc.*
17 (N.D. Cal. May 5, 2010, 2010 WL 1838726 at **2-6 [stacking PAGA penalties when calculating
18 amount in controversy].) But, these decisions were issued before the Ninth Circuit’s opinions in
19 *Baumann v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117 and *Yocupicio v. PAE Grp.,*
20 *LLC* (9th Cir. 2015), which preclude the aggregation of PAGA penalties for purposes of removal.
21 Given Defendants’ large monetary exposure and the lack of binding authority, it was unclear, at
22 best, regarding whether the Court would “stack” PAGA penalties against Defendants. Therefore,
23 the amount recovered in settlement relative to an aggregate total of PAGA damages for each
24 claim is a nearsighted method for analysis of the settlement. Instead, given the Ninth Circuit’s
25 position, the fact that “stacking” is an open question, it is given little credence by defendants in
26 mediation discussions.

26 10. Here, assuming stacking does not apply, the meal period claim “drives the bus”
27 because it covers the most pay periods and is also substantively the strongest claim, for the reason
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1 that (amongst others) employers have mandated recordkeeping requirements. As stated, Dr.
2 Fountain calculated a “soaking wet” value of \$3,040,000.00 for the meal period claim, as
3 referenced above. Although the settlement is about 9.6% of the total exposure, the settlement of
4 \$2,455,000 is roughly 80.8% of the total value of the meal period claim, an excellent result. This
5 is especially the case given potential bankruptcy/ability to pay or appeals issues.

6 11. The settlement framed by the Hon. Lisa Cole (Ret.) at a mediation held October 1,
7 2021, and then finally consummated through subsequent settlement negotiations by and between
8 counsel for both parties. Counsel from four of the five of the actions participated.¹ Judge Cole
9 was a judge for 25 years, including downtown Los Angeles in the Complex Litigation
10 Department where she oversaw wage and hour class actions. Through Judge Cole’s efforts and
11 input, the parties were better able to objectively evaluate their claims. Judge Cole was
12 instrumental in managing expectations and assessing the substantial risks on both sides, including
13 risks attributable to the limits of Defendants’ financial capacity to pay a judgment or settlement.

14 12. Reaching a global settlement for the Actions was no easy feat. In addition to the
15 fact that the PAGA claim was composed of multiple actions and their counsel – each in different
16 states of development – there were pending individual claims as well in arbitration. Overall, there
17 were approximately 28 parties and their counsel that had to agree to the settlement. Part of the
18 challenge in mediating the Actions is that they involved twenty-three pending arbitrations. In
19 mediation, Defendants were adamant that they wanted to buy their peace and resolve all the
20 arbitrations. So, in a separate settlement agreement these 23 arbitrations were resolved.

21 13. On December 15, 2021, the parties verbally reached a global settlement in
22 principle and thereafter negotiated and entered into a Memorandum of Understanding (“MOU”) –
23 a true and correct copy of which is attached as **Exhibit “B.”**

24 ¹ The plaintiff in the *Nichols* Action is not included in the Settlement. In the *Nichols*
25 Action – the later filed action – counsel tried to reverse auction the other four actions for a
26 woefully inadequate settlement as recognized by the San Francisco Court when the Court granted
27 the Plaintiffs’ motion to intervene finding the proposed settlement ‘patently inadequate’ and that
28 counsel breached his “duty of candor.” (See ROA No. 197.) Further, counsel for the *Nichols*
Action has no entitlement to any portion of the settlement agreement as he was a “top-filer,” i.e.
filing a PAGA complaint with overlapping claims.

1 14. The MOU was further negotiated into a long form settlement agreement entitled
2 “Private Attorney General Act Settlement Agreement ” (attached as Exhibit “A”) which was not
3 fully executed until February 16, 2022, as well as an arbitration settlement agreement concerning
4 the 23 parties.

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

14 16. Further, the proposed settlement here by far exceeded the proposed settlement
15 agreement in the *Nichols* Action, which the Superior Court in San Francisco denied as
16 inadequate.² The plaintiff in the *Nichols* Action top-filed the instant action, and then tried to
17 reverse auction the other four actions. The plaintiff in the *Nichols* Action tried to conceal the fact
18 that there were four other actions against Defendant. Although the plaintiff in the *Nichols* Action
19 was a hybrid action, with the plaintiff settling his individual claims through arbitration, if the
20 proposed PAGA Settlement was approved, it would have released all the claims of the other four
21 PAGA actions. Plaintiffs had to successfully intervene into the *Nichols* Action to thwart any
22 subsequent attempts at a proposed settlement agreement releasing all the claims of the other four
23 PAGA actions.

24 17. The Aggrieved Employees potentially could have reached a more favorable result
25 at trial. Based on the constant changes in this complex area of the law, however, any potential
26 more favorable verdict would inevitably be appealed, and that would mean either long delays or a
27 potential retrial. Collectability of any judgment was an important consideration. Entering into a

28 ² The net PAGA penalty fund in the *Nichols* Action was \$140,038, which is only 9.5% of the net PAGA penalty fund reached by Plaintiffs in this action.

1 settlement now would mean a positive outcome with millions of dollars transferring to the
2 LWDA and the Aggrieved Employees.

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5 **RELEVANT EXPERIENCE AND QUALIFICATIONS OF PAGA COUNSEL TO**
6 **REQUEST ATTORNEYS FEES AND COSTS**

7 18. I obtained my Juris Doctorate degree from the University of San Diego School of
8 Law (“USD”) in 2004. I received the USD School of Law Merit Scholarship award for all three
9 years of my attendance. I graduated near the top of my class, and was a two time recipient of the
10 CALI Excellence for the Future Award (the highest grade in the class).

11 19. I was admitted to the California State Bar in 2004. Since 2007, I have specialized
12 in wage and hour class actions. I have litigated, certified, and settled numerous wage and hour
13 and PAGA class and representative actions. I have also tried class action lawsuits and litigated
14 the appeal of judgments through the Fourth District Court of Appeals in class action trials. In
15 2016, my partner, Tyler Belong, and I engaged in a 10-week bench and jury trial and received a
16 jury verdict of \$2,000,000.00 in a wage and hour class action lawsuit against Apple, Inc. (Case
17 No.: 37-2011-00102593-CU-OE-CTL.)

18 20. About seventy-five percent of my area of practice is in the area of wage and hour
19 class actions. Frequently, these cases have a PAGA component. The balance of my practice
20 consists of a mix of wrongful termination and FEHA employment actions. Excluding the instant
21 matter, my firm is currently litigating several other class actions against large companies on
22 behalf of an aggregate of tens of thousands of employees.

23 21. I was named as one of the 2017 Litigators of the Year by Our City of San Diego
24 Magazine – an achievement recognized by the University of San Diego, School of Law. I am
25 also a “Super Lawyer,” and a member of the Multi-Million Dollar advocate forum. Additionally,
26 I currently serve on the National Arbitration and Mediation panel for employment matters.

27 22. Although adequacy is not an issue for the Court to consider in a PAGA Action, I,
28 and my co-counsel have considerable experience in litigating PAGA wage and hour class actions.

1 I formed what is now Hogue & Belong in 2006, and since that time have been regularly litigating
2 wage and hour class actions, most of which have some sort of PAGA component.

3 23. Since forming my firm, I and members of my firm have been consistently
4 appointed Class or PAGA counsel in numerous cases. I, nor anyone from my firm, has ever been
5 denied Class or PAGA counsel.

6 24. The following are some, but not all, of the cases I have personally litigated as lead
7 or co-lead counsel:

- 8 a. *Phillips, et al. v. So-Cal Dominoids, Inc., et al.* (Case No. 37-2013-
9 00056664-CU-OE-CTL) (Hon. Joel R. Wohlfiel) – obtained approval for a
10 PAGA settlement of \$4,700,000.00, with an hourly rate of \$725 per hour.
- 11 b. *Usher, et al. v. DirecTV, LLC, White Communications, LLC, et al.* (Case
12 No. 37-2014-00038321-CU-OE-CTL) (Hon. Judge M. Pressman and
13 Kenneth J. Medel) – obtained a wage and hour class action and PAGA
14 settlement with DirecTV, LLC and a small contracting company of
15 DirecTV of \$2,400,000.00, with class members receiving approximately
16 \$4,500.00 each. My partner and I were approved at an hourly rate of \$725
17 per hour.
- 18 c. *Pearson, et al. v. P.F. Chang's China Bistro, (Case No. 13-cv-02009-JLS*
19 *(MDD) – lead case)* (Hon. Janis L. Sammartino) – obtained final approval
20 in November 2018 for a class action and PAGA settlement of
21 \$6,500,000.00 on behalf of the class members.
- 22 d. *Gonzales, et al. v. Fresenius Medical Care Holdings, et al.* (Case no. 37-
23 2013-00072469-CU-OE-CTL) (Hon. Joan M. Lewis and Hon. Ronald F.
24 Frazier) – obtained final approval for a wage and hour class action and
25 PAGA settlement of \$6,000,000.00, with an hourly rate of \$675.
- 26 e. *Felczer v. Apple, Inc.* (Case No. 37-2011-00102593-CU-OE-CTL) (Hon.
27 Lisa Foster, Hon. Gonzalo Curiel, Hon. Ronald S. Prager, Hon. Gregory W.
28 Pollack, Hon. Eddie C. Sturgeon) – obtained jury verdict of \$2,000,000.00

1 plus attorneys' fees and costs, for untimely meal periods, and caused
2 several programmatic changes to Apple's meal and rest period policies.

- 3 f. *Baranauskas v. Healthcare Management Services, et al.* (Case No. 37-
4 2017-00013171-CU-OE-NC (Hon. Timothy M. Casserly) – obtained final
5 approval for a wage and hour class action and PAGA settlement for
6 \$3,100,000.00, with a \$675 hourly rate.
- 7 g. *Diersing v. Sharp Rees-Stealy Medical Group, Inc.* (Case no. 37-2017-
8 00029164-CU-OE-CTL) (Hon. Kenneth J. Medel) obtained wage and hour
9 class action and PAGA settlement of \$1,925,000.00 on behalf of a group of
10 hourly employees, with an hourly rate of \$675.
- 11 h. *Miceli v. International Coffee & Tea, LLC*, (Case No. BC557239) (Hon.
12 Amy D. Hogue) – obtained final approval in June 2017 for wage and hour
13 class action and PAGA settlement for \$2,375,000.00 for wage and hour
14 claims, with an hourly rate of \$675.
- 15 i. *Martinez, et al. v. Morgan Stanley, et al.*, (Case No. 37-2009-00103267-
16 CU-OE-CTL) (Hon. Richard E. L. Strauss) – obtained a settlement of
17 \$3,500,000.00 (in the form of cash payouts, paid PTO, and the start of the
18 payment of meal and rest period penalties) for over 1,000 class members.
- 19 j. *Britt, et al. v. Scripps Health, et al.* (Case No. 37-2010-00096421-CU-OE-
20 CTL) (Hon. Steven R. Denton and Hon. Joel R. Wohlfiel) – certified and
21 obtained a wage and hour class action and PAGA settlement of
22 \$2,900,000.00 on behalf of 18,000 class members.
- 23 k. *Kogok v. T-Mobile, USA, Inc.* (Case No. 37-2012-00076945-CU-OE-SC)
24 (Hon. Randa Trapp) – certified and obtained a wage and hour class action
25 and PAGA settlement of \$2,750,000.00.
- 26 l. *Carralero et al. v. Sharp Health Care, et al.*, (Case No. 37-2012-00093623-
27 CU-OE-CTL) (Hon. Timothy B. Taylor) – obtained a wage and hour class
28 action and PAGA settlement of \$1,825,000.00.
- m. *Rivera, et al. v. Grand Pacific Resort Services, et al.* (Case No. 37-2012-
00086103-CU-OE-CTL) (Hon. Joel M. Pressman) – obtained wage and

1 hour class action and PAGA settlement in the amount of \$1,686,000.00
2 settlement for a class of housekeepers staffed by a third party contracting
3 company.

4 n. *Wolfe v. A-Med Health Care, Inc.* (Case No. 30-2010-00423004-CU-OE-
5 CXC) (Hon. Steven L. Perk) – obtained a recovery that resulted in an
6 average payout in excess of \$1,000.00 per class member.

7 o. *Contreras v. Family Health Centers of San Diego*, (Case No. 37-2014-
8 00026469-CU-WT- CTL) (Hon. Joan M. Lewis and Hon. Jeffery B.
9 Barton) – on November 9, 2018 received a jury verdict of \$5,915,640.00 on
10 behalf of a single plaintiff in a reasonable accommodation case with an
11 award of \$5,000,000.00 in punitive damages. The case was appealed and
12 the judgment in Plaintiffs’ favor – including the punitive damage finding –
13 was recently affirmed in July 2021.

14 p. *Andrade, et al. v. P.F. Chang’s, et al.* (Case No. 37-2012-00058424-CU-
15 OE-NC; Arbitration Case No. 73-160-00121-13) (Justice Rudy Gerber) –
16 obtained a total arbitration award of \$1,846,200.00 in a sexual harassment
17 case.

18 25. While Defendant, itself, likely paid all of its costs in litigating the case, my firm
19 had to come out-of-pocket tens of thousands of dollars to fund this case. If we did not prevail, my
20 firm would never recoup these high costs.

21 26. Our firm financed this case with great risk. As explained above, a significant
22 amount of work went into prosecuting this case with no guarantee of success. An important
23 reason that I agreed to work on this case, with all its risks and expense was the expectation that if
24 Plaintiff prevailed, the Court would recognize the risks and award attorneys’ fees.

25 27. I personally receive dozens of inquiries per month, and my firm processes several
26 dozens of such inquiries through a screening system each month. My firm has 4 full time
27 attorneys at any one time, 1-2 law clerks, and at least 2 support staff. To the extent our firm does
28 not have the time or resources to take a case, I attempt to refer these people in search of
representation to other qualified attorneys. Due to the fact that the *Garcia* Action was so close to
trial, we had to turn down several meritorious cases to enable us to devote time to the *Garcia*

1 Action.

2 28. Although many appear to have meritorious cases, potential plaintiffs often cannot
3 find competent representation on an affordable or wholly contingent fee basis. This hardship
4 exists because attorneys know the great litigation expense of class and representative claims as
5 such claims require large investments of attorney and paralegal time as well as substantial out-of-
6 pocket expenses. Due to the length of time before an attorney may recover fees and expenses,
7 taking such a case can, and often does, have a substantial impact on a firm's earnings or even
8 existence. In approval is granted in this case, it will have be approximately four years from the
9 time the initial letter was filed with the LWDA before Plaintiff's counsel will be compensated.

10 29. My firm's practice is to keep contemporaneous records in increments of 6 minutes,
11 or 0.1. Other than myself, my office billed for the following five active attorneys for work
12 performed on this case: Tyler Belong, Jared Amory, Jimmie Parker, Stephanie Sandler, and Mark
13 Simpliciano. In addition, my firm billed for one law clerk and two paralegals. Although certain
14 attorneys are no with our office, their bar admission dates, rates, and hours spent are in the chart
15 below. California state court fee applications are based on *current* rates at *current* experience
16 levels to account for the length in time the successful party's attorney has had to wait to receive the
17 funds (i.e. for the lost use of the funds and for the effects of inflation). (See, e.g., *Graham v.*
18 *Daimler-Chrysler Corp.* (2004) 34 Cal.4th 553, 583 (recognizing the delay in payment can be
19 compensated by using historical rates with an enhancement or by using current rates); *Russell v.*
20 *Foglio* (2008) 160 Cal.App.4th 653, 661; See also *In re Washington Public Power Supply Sys. Sec.*
21 *Litig.* (9th Cir. 1994) 19 F.3d 1291, 1305 [mandating prime rate adjustment when trial court used
22 historical rates for attorneys who left firm during litigation].)

23 30. For this complex and risky action, my firm billed at the following rates:

Garcia Action				
Time Keeper	Admin Years	Rates	Hours Spent	Total Billed
Jeff Hogue (Attorney)	2004	\$725	204.2	\$148,045.00

Tyler Belong (Attorney)	2004	\$725	142.2	\$103,095.00
Jimmie Parker (Attorney)	2007	\$675	0.3	\$202.50
Stephanie Sandler (Attorney)	2017	\$375	2.5	\$937.50
J. Amory (Attorney)	2019	\$350	5.4	\$1,890.00
Mark Simpliciano (Attorney)	2020	\$350	0.8	\$280.00
Nick Ahadzadeh (Law Clerk)		\$250	77.4	\$19,350.00
Cynthia Steele (Paralegal)		\$195	33.7	\$6,571.50
Kellie Turnbull (Paralegal)		\$195	25.1	\$4,894.50
Hogue & Belong Total Attorneys Fees =			Hours	\$285,266.00

31. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New Mark: \$1,500 an Hour* states that “a review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour, with top rates at several large law firms exceeding \$1,400.” The article also explains that “despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn.” Finally, the article notes that “the average highest rate paid for law-firm partners was \$875 an hour in 2015.” This article is attached hereto as **Exhibit “C.”**

32. Finally, Hogue & Belong’s rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 11-19 years of experience, such as Messrs. Hogue, Belong, and Parker is \$764 per hour, a reasonable rate for an attorney with 4-7 years of experience, such as Ms. Sandler is \$468 per hour, a reasonable rate for an attorney with 1-3 years or less of experience, such as Messrs. Amory and Simpliciano, is \$381 per hour. A true and correct copy of the 2021-2022 Adjusted Laffey Matrix is attached hereto as **Exhibit “D.”**

33. A true and correct copy of my firm’s billing entries are submitted under seal as **Exhibit “E.”**

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34. A true and correct copy of my firm’s cost bill is attached as **Exhibit “F.”**

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

Executed this 3rd day of March, 2022, in San Diego, California.

s/ Jeffery L. Hogue
Jeffery L. Hogue

Exhibit “A”

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

Lizbeth Garcia v. The Bay Clubs Company, LLC.

(San Diego County Superior Court, Case Number 37-2018-00029247- CU-OE-CTL)

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 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (“**Agreement**” or “**Settlement**”).

This Agreement is made by and between (a) Defendant The Bay Clubs Company, LLC (“**Defendant**”), and (b) Plaintiffs Lizbeth Garcia, Allyson Klipa, Carolina Salazar, Jeyson Pineda and Patricia Calderon (together, “**Plaintiffs**”), for themselves, individually, and on behalf of the State of California and Aggrieved Employees, and the law firms defined below as “Plaintiffs’ Counsel” and “Defense Counsel” (Defendant, Plaintiffs and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “**Parties**”).

The Parties agree that the Litigation (defined below) shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant, to pay the total gross sum of Two Million Four Hundred Fifty-Five Thousand Dollars and zero cents (\$2,455,000.00) (hereinafter referred to as the “**Settlement Sum**”) for settlement of the Private Attorneys General Act (“**PAGA**”) penalties, which shall be inclusive of Plaintiffs’ Counsel’s attorneys’ fees and costs, any and all enhancements to Named Plaintiff Service Payments, the settlement administrator’s costs, any and all payments to the State of California, and any and all payments to Aggrieved Employees.

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) “**Aggrieved Employees**” means all non-exempt employees of Defendant currently or formerly employed in California at any time between April 9, 2017 to the date of Court approval of the Agreement or March 31, 2022, whichever is later.
- (b) “**Attorneys’ Fees Amount**” means \$859,250.00, or 35% of the Gross Settlement Amount.
- (c) “**Complaints**” means the Complaints filed by Plaintiffs, which are:

- ***Lizbeth Garcia v. The Bay Clubs Company, LLC, San Diego Superior Court (Case No.: 37-2018-00029247- CU-OE-CTL)***
- ***Allyson Klipa v. The Bay Clubs Company, LLC, San Francisco Superior Court (Case No.: CGC-20-587892)***
- ***Carolina Salazar v. The Bay Clubs Company, LLC, et al., Los Angeles Superior Court (Case No.: YC073022)***
- ***Jeyson Pineda, et al. v. The Bay Clubs Company, LLC, et al., San Mateo County Superior Court (Case No.: 18CIV05996)***

These actions are also collectively referred to as the “**Litigation**” or “**PAGA Matters.**”

- (d) “**Court**” means Superior Court for the State of California, County of San Diego.
- (e) “**Cost Amount**” means the amount Plaintiffs’ will seek in unreimbursed costs, not to exceed \$70,000.00.
- (f) “**Defense Counsel**” or “**Counsel for The Bay Clubs Company, LLC**” is:

Jeffrey S. Ranen, Esq.
William C. Sung, Esq.
LEWIS BRISBOIS BISGAARD & SMITH LLP
633 West 5th Street, Suite 4000
Los Angeles, CA 90071
Jeffrey.Ranen@lewisbrisbois.com
William.Sung@lewisbrisbois.com

- (g) “**Effective Date**” means that (i) in the event that the Settlement has received approval by the Court and there are no timely objections or motion to intervene filed, or that any timely objections or motion to intervene have been withdrawn, then the date the Court’s order of approval of the Settlement; (ii) in the event that one or more timely objections or motion to intervene has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector and/or intervenor to seek appellate review of the Court’s order of approval of the Settlement and denial of the motion to intervene, without a timely appeal having been filed; or, (iii) in the event that a timely appeal of the Court’s order of approval and denial of the motion to intervene has been filed, then the Settlement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court’s order(s) without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.
- (h) “**Named Plaintiff Service Payment**” means the amount that the Court may authorize to be paid to each Plaintiff over and above their individual payments from the PAGA

Settlement Amount, in recognition of their work and efforts in obtaining the benefits of the Settlement Sum for the State and Aggrieved Employees, for undertaking the risk for the payment of costs in the event this matter had not successfully resolved, and for executing a General Release of all claims against Released Parties, including all claims that are not being released by other Aggrieved Employees. Plaintiffs will request, and Defendant will not oppose, a Named Plaintiff Service Payment in the amount of \$10,000.00 to plaintiff Lizbeth Garcia, and \$7,500.00 to each of the four remaining Plaintiffs for a total of \$30,000.00. The Named Plaintiff Service Payments shall be paid out of the Gross Settlement Amount.

- (i) **“Settlement Sum”** or **“Gross Settlement Amount”** means the all-inclusive sum of \$2,455,000.00 which represents the total maximum amount payable under this Settlement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiffs’ attorney fees and costs, payment of Named Plaintiff Service Payments, and the Settlement Administrator’s costs.
- (j) **“Net PAGA Settlement Amount”** is the amount remaining to distribute to the LWDA and Aggrieved Employees after subtracting these amounts (if approved by the Court) from the Gross Settlement Amount: (a) Plaintiff’s attorney fees up to thirty-five percent of the Gross Settlement Amount; (b) Plaintiffs’ costs according to proof; (c) Named Plaintiff Service Payments; and (d) Settlement Administrator costs.
- (k) **“Plaintiffs’ Counsel”** is:

Jeffrey L. Hogue, Esq.
Tyler J. Belong, Esq.
HOGUE & BELONG
170 Laurel St.
San Diego, CA 92101
jhogue@hoguebelonglaw.com
tbelong@hoguebelonglaw.com

Devon K. Roepcke, Esq.
LAW OFFICES OF DEVON K. ROEPCKE, PC
170 Laurel St.
San Diego, CA 92101
droepcke@lawdkr.com

Ernesto Sanchez, Esq.
Arlo Uriarte, Esq.
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
ernesto@liberationlawgroup.com

William Turner, Esq.
Asha Dillion, Esq.
JONES BELL LLP
601 South Figueroa Street, Suite 3460
Los Angeles, California 90017-5759
adhillon@jonesbell.com

- (l) “**Release Period**” means the time period between April 9, 2017 and the date of Court approval of the Settlement or March 31, 2022, whichever is later.

“**Released Claims**” means any and all past or present claims, complaints, demands, liabilities, debts, obligations, liens, costs, attorneys’ fees, promises, losses or damages for civil penalties under the Private Attorneys General Act alleged in the PAGA Matters or could have been alleged in the PAGA Matters based on the facts, theories, and/or claims alleged in PAGA Matters, including, but not limited to, unpaid wages, unpaid minimum wages, unpaid overtime wages, failure to provide meal or rest periods, failure to pay meal and rest period premiums, split shift premiums, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment, failure to pay commissions, failure to provide signed commissions agreement, failure to reimburse business expenses, failure to maintain accurate payroll records, all Labor Code sections and Wage Order sections alleged in the PAGA Matters, civil penalties or other damages that were alleged or could have been alleged in the PAGA Matters (including but not limited to violations or damages relating to meal periods, rest periods, pay stubs, wage statements, failure to reimburse, unpaid sick time, unpaid split shift premiums, regular rate of pay issues, rounding, time-shaving, time record alteration, unpaid vacation time, off the clock and other unpaid regular and overtime wages, unreimbursed expenses, violation of Labor Code section 2802, unpaid overtime, unpaid double time, unlawful deductions, and waiting time penalties).

- (m) “**Released Parties**” means Defendant and its past, present, and future representatives, directors, officers, employees, agents, attorneys, affiliates, members and shareholders, including Matthew Stevens, Kevin Klipfel, and Erin Rucker Oto, as well as all of their respective parent companies, affiliated companies, owners, investors, sponsors, subsidiary companies, affiliates, client(s), client(s) facilities, consultants, agents, insurers, attorneys, predecessors, assignors, and/or assigns and/or any other individual or entity that could be liable for the claims raised in the PAGA Matters.
- (j) “**Settlement Administrator**” means the third-party administrator agreed upon by Parties to administer this Settlement, ILYM.

Article II.

Background.

Section 2.01 Background.

- (a) On or about April 9, 2018, Plaintiff Lizbeth Garcia transmitted a letter to the Labor & Workforce Development Agency and Defendant in compliance with the exhaustion requirements of PAGA. On July 13, 2018, Plaintiff Lizbeth Garcia filed a Complaint in the Superior Court of the State of California for the County of San Diego, entitled *Lizbeth Garcia v. The Bay Clubs Company, LLC*, case number 37-2018-00029247- CU-OE-CTL. The Garcia Action was brought by Lizbeth Garcia, on behalf of the State of California and other aggrieved employees, as a PAGA action based on violations of Labor Code §§ 201-203, 204, 210, 218.5, 226, 226.6, 226.7, and 512.
- (b) On May 14, 2018, Plaintiff Carolina Salazar transmitted a letter to the Labor & Workforce Development Agency and Defendant in compliance with the exhaustion requirements of PAGA. On July 19, 2018, Plaintiff Carolina Salazar filed a Complaint in the Superior Court of the State of California for the County of Los Angeles, entitled *Carolina Salazar v. The Bay Clubs Company, LLC, et al.*, case number YC073022. The Salazar Action was brought by Carolina Salazar, on behalf of the State of California and other aggrieved employees, as a PAGA action based on violations of Labor Code §§ 201-203, 204, 210, 218.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1102.5, 2715, and 2802.
- (c) On or about August 1, 2018, Plaintiffs Jeyson Pineda and Patricia Calderon transmitted a letter to the Labor & Workforce Development Agency and Defendant in compliance with the exhaustion requirements of PAGA. On November 6, 2018, Plaintiffs Jeyson Pineda and Patricia Calderon filed a complaint in the Superior Court of the State of California for the County of San Mateo, entitled *Jeyson Pineda, et al. v. The Bay Clubs Company, LLC, et al.*, case number 18CIV05996. The Garcia Action was brought by Lizbeth Garcia, on behalf of the State of California and other aggrieved employees, as a PAGA action based on violations of Labor Code §§ 201- 204, 210, 226, 226.7, 500, 510, 558, and 1194.
- (d) On or about September 15, 2020, Plaintiff Allyson Klipa transmitted a letter to the Labor & Workforce Development Agency and Defendant. On November 20, 2020, Plaintiff Allyson Klipa filed a complaint in the Superior Court of the State of California for the County of San Francisco, *Allyson Klipa v. The Bay Clubs Company, LLC*, case number CGC-20-587892. The Klipa Action was brought by Allyson Klipa, on behalf of the State of California and other aggrieved employees, as a PAGA action based on violations of Labor Code §§ 201- 203, 226, 406, 510, 558, 1174, 1194, 1194.2, 1197.1, 1198, and 2802.
- (e) During the course of the Litigation, the Parties engaged in discovery and fully shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the Litigation and potential defenses thereto. The Parties have reached this Settlement only after discovery and investigation was performed.

- (f) On October 1, 2021, the Parties engaged in mediation with Honorable Lisa Cole and further engaged in additional negotiations resulting in a Memorandum of Understanding, which serves as the basis for this Settlement Agreement.
- (g) Defendant disputes and denies any liability or wrongdoing of any kind associated with the claims alleged in this matter. Defendant contends, among other things, that it complied at all times with the local, state, and federal laws, and that the claims alleged in these matters generally are without merit. Further, Defendant denies Plaintiffs, individually and as representatives of the Aggrieved Employees, are owed any wages or penalties, as alleged, but does recognize that litigation will be protracted and expensive. As a result, Defendant has agreed to pay a reasonable amount in order to resolve this matter. Any statements made by Defendant in this Agreement are made for settlement purposes only.
- (h) The Parties believe and agree that this Agreement provides a fair, adequate, and reasonable resolution of all of Plaintiffs' individual claims, the PAGA claims, the Litigation, and all Complaints, after doing their own independent investigations and evaluations of the claims alleged in this matter. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

Article II.

Approval and Implementation of Settlement.

Section 2.01 Cooperation.

The Parties will cooperate in obtaining through an unopposed motion an Order from the Court approving the payment of PAGA penalties as described in this Agreement at the earliest possible date. Plaintiffs' Counsel shall request and be paid up to \$859,250 for attorneys' fees from the Settlement Sum, which Defendant will not oppose. Defendant will further not oppose Plaintiffs' Counsel's request for reimbursement of litigation costs to be paid from the Settlement Sum. Plaintiffs shall each request the Named Plaintiff Service Payment (defined above) from the Gross Settlement Amount in consideration for a general release and resolution of their individual claims; Defendant will not oppose these requests. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. Plaintiffs' Counsel will use their best efforts to fully defend this Settlement and to secure and protect the Court's unconditional approval even at the expense of other cases making the same or similar allegations. 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, 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.

Section 2.02 Court Approval.

The Parties will seek to obtain the Court's approval of this Settlement and the conditional payment of PAGA penalties as described in this Agreement by way of a stipulation or motion to be filed by Plaintiffs' counsel as soon as practicable following the execution date of this

Agreement. Plaintiffs' Counsel and Defense Counsel will jointly lodge this Agreement with the Court for its approval. The Court's approval of the payment of PAGA penalties as described in this Agreement shall be embodied in a written order and judgment. Should the Court not grant approval of the payment of PAGA penalties as described in this Agreement, then the entirety of this Agreement shall be null and void.

As part of the Court's approve the Settlement, Plaintiffs shall submit a proposed order and judgment which enters judgment in the Litigation in accordance with the terms of the Agreement, retains jurisdiction over the Litigation for the purpose of enforcing the terms of the Agreement following approval of the Agreement, and enjoins the prosecution of any of the Released Claims against Released Parties. The judgment will release and bar the PAGA Released Claims as to Plaintiffs, the State of California, and Aggrieved Employees, and Plaintiffs' released claims.

Section 2.03 Settlement Administration.

The Parties have mutually selected ILYM to handle the administration of this settlement, subject to approval by the Court. Defendant will not oppose Plaintiffs' request for payment in the amount up to \$17, 500.00 to the Settlement Administrator for administering the settlement. All of the Settlement Administrator costs in administering this settlement will be paid from the Gross Settlement Amount. In the event the Court approves a payment of less than \$17,500.00 for settlement administration costs, the difference will be a part of the Net PAGA Settlement Amount. Settlement administration costs will be reported on an IRS Form 1099 issued to the Settlement Administrator.

Section 2.04 Notice to Aggrieved Employees.

No later than fifteen (15) business days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of the Aggrieved Employees (the "Aggrieved Employees List"). The Aggrieved Employees List shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, and Social Security number, to the extent available from Defendant's records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and shall only access and use the list to administer the settlement in conformity with the Court's orders. Defendant will in good faith compile from its records the Aggrieved Employees List and provide it to the Settlement Administrator in a computer-readable format, such as a Microsoft Excel spreadsheet.

No later than twenty-one (21) calendar days after receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator will mail the Employee Payments under cover letter, substantially in the form attached hereto as "**Exhibit A**" ("Cover Letter"), to each of the Aggrieved Employees identified on the Aggrieved Employees List. Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees List using the United States Postal Service's National Change of Address database, and update the addresses for known address changes.

Should any of the mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned as undeliverable within thirty (30) calendar days of mailing, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement Administrator.

The Settlement Administrator shall distribute payments for the Named Plaintiff Service Payment, the Attorneys' Fees, the Costs, the Settlement Administrator costs, the Employee Payments, and the LWDA Payment within twenty-one (21) calendar days Gross Settlement Amount is deposited with the Settlement Administrator's qualified settlement account. All payments provided for by this Agreement shall be made by the Settlement Administrator in accordance with this Agreement and the Court's order approving this settlement.

Section 2.05 Settlement Payment Procedures.

(a) Deposit of Settlement Sum with Settlement Administrator

Defendant shall pay as the Settlement Sum the total gross amount of Two Million Four Hundred Fifty-Five Thousand Dollars (2,455,000.00) in full and final Settlement of this matter within 30 days of the Effective Date.

(b) Payment of PAGA Penalties.

Seventy-five percent (75%) of the Net PAGA Settlement Amount shall be paid to the LWDA; the remaining twenty-five percent (25%) of the Net PAGA Settlement Amount (the "Employee Net Settlement Amount") shall be paid to Aggrieved Employees pro rata based on the number of pay periods worked during the Release Period. The entirety of the Net PAGA Settlement Amount shall be considered penalties and will not be subject to local, state or federal tax withholdings. All Aggrieved Employees who cash their settlement check may receive an IRS Form 1099 for their portion of the settlement, if deemed required by the settlement administrator (in compliance with IRS guidelines). Plaintiffs will be issued IRS Forms 1099 for payments received by them under this Agreement.

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days after issuance. Thereafter, all uncashed checks shall be transmitted to the State of California Controller's Office – Unclaimed Property Fund, to be held in the names of the respective Aggrieved Employees.

(c) Tax Treatment of Settlement Sum.

The Settlement Administrator shall be responsible for preparation and issuing all necessary IRS form 1099s, including to Plaintiffs' Counsel, who shall assume full responsibility and liability for the payment of taxes due on the payments to Plaintiffs' Counsel. Plaintiffs and Aggrieved Employees are solely responsible for all appropriate taxes due and any penalties assessed on any and all amounts paid to them under this Agreement. Aggrieved Employees shall hold the parties

free and harmless from any claims resulting from treatment of such payments, including the treatment of such payment as not subject to withholding or deduction for payroll and employment taxes. Aggrieved Employees assume full responsibility and liability for the payment of taxes due on their individual shares of the Settlement Sum. Nothing in this Settlement is intended to constitute legal or tax advice regarding local, state, or federal tax obligations and the parties make no representations or warranties with respect to the tax consequences of any payment under this Agreement.

(d) Attorneys' Fees and Costs

Defendant will not oppose Plaintiff request for an award of the Attorneys' Fees Amount and Cost Amount to Plaintiffs' Counsel. In the event the Court approves a payment of less than the Attorneys' Fee Amount and/or Cost Amount, the difference will be a part of the Net PAGA Settlement Amount. The Attorneys' Fees and Litigation Costs payments will be reported on an IRS Form 1099 issued to Plaintiffs' Counsel. Except as set forth in this Paragraph, the Parties shall each bear their own attorneys' fees and costs.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as admission by Defendant of any violations of Plaintiffs' or the Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiffs, the Aggrieved Employees, or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

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 Litigation, 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 this Agreement.

Section 4.03 Nullification.

Payment of the Settlement Sum is conditioned on the Court's approval of this Agreement. To comply with the requirements of Lab. Code Section 2699(l), Plaintiffs shall prepare and submit, after Defendant's approval, a Motion to Approve Settlement Pursuant to the Private Attorneys General Act, together with a supporting declaration and proposed judgment, within the time frames required by this Agreement. However:

- (a) If the Court should for any reason fail to approve the payment of PAGA penalties as described in this Agreement, then the Parties shall request leave and work jointly to attempt to revise the Agreement consistent with the Court's expressed concerns, if any, in order to obtain the Court's approval. In the event that the Court does not finally approve the settlement contained herein, enter judgment, and otherwise dismiss the PAGA Matters with prejudice as permitted by law: (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) 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 Release by Aggrieved Employees.

Upon entry of the order and judgment approving this settlement and specifically including payment of the PAGA penalties as described in this Agreement, and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiffs, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from each and all of the Released Claims.

Section 5.02 General Release by Plaintiffs

Upon the Effective Date and subject to Defendant's full payment of all sums required by this Settlement, Plaintiffs shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, obligations, demands, actions, rights, causes of action, liabilities, and previously unsatisfied judgments, orders, and arbitration awards against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, arising through the date they sign this Agreement, for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief arising from or related to their employment with Defendants. Without limiting the generality of the foregoing, the release of claims by Plaintiffs is a complete general release. The claims released herein by Plaintiffs include, but are not limited to, the Released Claims, as well as any other claims under any provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, and claims under local, state, or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code §§ 12940 *et seq.*; the Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*; the California Constitution; Title VII of the Civil

Rights Act of 1964, 42 U.S.C. §§ 2000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; the Age Discrimination in Employment Act and all of their implementing regulations and interpretive guidelines; claims for harassment, discrimination, retaliation and allegedly unpaid wages. Plaintiffs have reviewed the manner in which they were paid. Plaintiffs believe that after accounting for the consideration they will receive under this Agreement, they will receive more than any amounts, if any, that Plaintiffs contend they are even arguably owed or could claim to be owed, even after accounting for all allegedly unpaid wages, penalties, interest, and attorneys' fees. With respect to these released claims as described in this Section, Plaintiffs shall each be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had pursuant to Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs each understand and acknowledge that the significance and consequence of this waiver of California Civil Code Section 1542. Plaintiffs acknowledge that they consciously intend these consequences even as to claims for injuries that they do not know exist and which, if known, would materially affect their decision to execute this Agreement, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

Article VI.

Miscellaneous Provisions.

Section 6.01 Notice, Default, Cure, Acceleration, Time is of the Essence.

If Defendant fails to pay any portion of the Settlement Sum on the date due, it shall be in default of its obligations under this Agreement. Plaintiffs shall e-mail notice of the default to Defense Counsel at the e-mail addresses listed in hereinabove or the revised notice in the event representation has changed. Defendant will then have ten (10) business days from the date notice is e-mailed to cure the default. If the default remains uncured for ten (10) business days from the date notice is sent, then all sums remaining unpaid under this Agreement shall be accelerated and become all due and payable and begin to accrue interest at the legal rate. Plaintiffs may thereafter move the Court to enforce the judgment contemplated herein, pursuant to Code of Civil Procedure section 664.6 and all other applicable law. Time is of the essence with respect to all provisions of this Agreement.

Section 6.02 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. All Parties acknowledge that they had the opportunity to consult with legal counsel prior to entering into this Agreement.

Section 6.03 No Other Actions.

Plaintiffs represent that they have not filed any complaints, claims, or actions against Defendant with any court or administrative agency other than the Litigation, and the related notices filed with the LWDA. If any agency or court has or assumes jurisdiction of any complaint, claim, or action against Defendant on behalf of any of the Plaintiffs, the applicable Plaintiff will request that agency or court to withdraw from or dismiss the matter. Plaintiffs and their Counsel agree to fully defend this Agreement and this settlement in the event that a third party objects to, undermines, attacks, or attempts to otherwise intervene or interfere with the process and approval of this settlement or this Agreement.

Section 6.04 Non-Disparagement.

Plaintiffs agree to not make, or encourage anyone else to make, any disparaging words, comments, or remarks, verbally or in writing, or engage in any conversation that disparages Defendant in any way. This includes, but is not limited to, any negative or disparaging comments, posts, review, opinions, or the like on any social media platform whatsoever at any time presently or in the future. While nothing will prevent Plaintiffs from complying with a lawfully issued subpoena, Plaintiffs will not voluntarily cooperate with any other current or former employee seeking to bring a claim against any party released by this Agreement. Defendants shall provide Plaintiffs with neutral employment references upon inquiry, stating only their dates of employment and job titles held.

Section 6.07 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiffs and Defendant 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 6.08 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiffs' 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 he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.09 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 6.10 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 Litigation.

Section 6.11 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. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 6.12 Necessary Acts.

The Parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

Section 6.13 Electronic Imaging and Signature.

The Parties intend to allow for the electronic imaging and storage of this Agreement, and the admissibility into evidence of such an image in lieu of the original paper version of this Agreement. The Parties stipulate that any computer printout of any such image of this Agreement shall be considered to be an “original” under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The Parties further warrant that all DocuSign and/or SignRequest signatures were authorized by the parties to this Agreement and carry the same weight and legal effect as any wet ink signatures. Any party using DocuSign and/or SignRequest waives any claim that the signature affixed to their name is not authentic for purposes of approval and authorization in the understanding or execution of this Agreement. The Parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of this Agreement because of the fact that such image was stored or handled in electronic form. The Parties agree to allow the use of DocuSign and/or SignRequest, an electronic signature technology, to expedite the execution of this Agreement pursuant to California Civil Code Section 1633.7. Electronic signatures shall be deemed originals.

Section 6.14 Attorneys' Fees and Costs.

Except as expressly provided herein, Defendant and Plaintiffs shall each and all bear their own attorney's fees and costs in connection with this Agreement, the Settlement Sum, the Litigation and the negotiation and execution of this Agreement (other than as expressly provided in this Agreement).

Section 6.15 Ambiguity.

The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

Section 6.16 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 6.17 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 6.18 Continuing Jurisdiction.

The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and all other applicable law, and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

Section 6.19 Successors and Assigns.

The provisions of this Agreement shall be binding upon and inure to the benefit of the respective Parties and their heirs, executors, administrators, agents, representatives, successors, and assigns.

Section 6.20 Waiver of Right to Appeal.

Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiffs and their respective counsel hereby waive any and all rights to appeal the approval of the settlement, and the Order therefore will become non-appealable at the time it is entered.

Section 6.21 No Impact on Employee Benefit Plans.

Neither the Settlement Agreement nor any amounts paid to Plaintiffs, any Aggrieved Employee, or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Defendant benefit plan, policy, or bonus program. Defendant retains the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement

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

APPROVED AND ACCEPTED.

Dated: February 15, 2022

THE BAY CLUBS COMPANY, LLC

By 

Its CFO

Dated: _____, 2022

By _____
Lizbeth Garcia, individually

Section 6.20 Waiver of Right to Appeal.

Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiffs and their respective counsel hereby waive any and all rights to appeal the approval of the settlement, and the Order therefore will become non-appealable at the time it is entered.

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

APPROVED AND ACCEPTED.

Dated: _____, 2022

THE BAY CLUBS COMPANY, LLC

By _____

Its _____

Dated: 2/8/2022, 2022

DocuSigned by:

 By _____
 3B8BFEB79070A55
 Lizbeth Garcia, individually

Dated: 2/7/2022, 2022

DocuSigned by:
Allyson Klipa
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By Allyson Klipa, individually

Dated: 2/8/2022, 2022

DocuSigned by:
Carolina Salazar
050FFA72F615470...
By Carolina Salazar, individually

Dated: 2/8/2022, 2022

DocuSigned by:
Jeyson Pineda
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By Jeyson Pineda, individually

Dated: _____, 2022

By _____
Patricia Calderon, individually

APPROVED AS TO FORM:

Dated: 2/9/2022, 2022

DocuSigned by:
Jeffrey L. Hogue
0A280E99E7ED420...
By Jeffrey L. Hogue, Esq.
Tyler J. Belong, Esq.
HOGUE & BELONG, Attorneys for
Plaintiffs

Dated: 2/9/2022, 2022

DocuSigned by:
Devon Roepcke
E6535048F2574A4...
By Devon Roepcke, Esq.
LAW OFFICES OF DEVON K.
ROEPCKE, PC, Attorneys for Plaintiffs

Dated: _____, 2022

By _____
Ernesto Sanchez, Esq.
Arlo Uriarte, Esq.
LIBERATION LAW GROUP, P.C.,
Attorneys for Plaintiffs Jeyson Pineda and
Patricia Calderon

Dated: _____, 2022

By _____
Allyson Klipa, individually

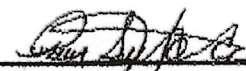
Dated: _____, 2022

By _____
Carolina Salazar, individually

Dated: 02-08, 2022

By 
Jeyson Pineda, individually

Dated: 02-08, 2022

By 
Patricia Calderon, individually

APPROVED AS TO FORM:

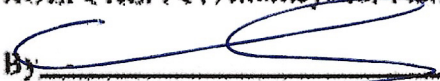
Dated: _____, 2022

By _____
Jeffrey L. Hogue, Esq.
Tyler J. Belong, Esq.
HOGUE & BELONG, Attorneys for
Plaintiffs

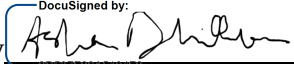
Dated: _____, 2022

By _____
Devon Roepcke, Esq.
LAW OFFICES OF DEVON K.
ROEPCKE, PC, Attorneys for Plaintiffs

Dated: 2/9/, 2022

By 
Ernesto Sanchez, Esq.
Ario Uriarte, Esq.
LIBERATION LAW GROUP, P.C.,
Attorneys for Plaintiffs Jeyson Pineda and
Patricia Calderon

Dated: 2/9/2022, 2022

DocuSigned by:
By 
William Turner, Esq.
Asha Dillion, Esq.
JONES BELL LLP, Attorneys for Plaintiff
Carolina Salazar

Dated: _____, 202

By _____
William C. Sung, Esq.
Jeffrey S. Ranen, Esq.
LEWIS BRISBOIS BISGAARD & SMITH
LLP, Attorneys for Defendant

Dated: _____, 2022

By _____
William Turner, Esq.
Asha Dillion, Esq.
JONES BELL LLP, Attorneys for Plaintiff
Carolina Salazar

Dated: February 16, 2022

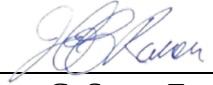
By  _____
William C. Sung, Esq.
Jeffrey S. Ranen, Esq.
LEWIS BRISBOIS BISGAARD & SMITH
LLP, Attorneys for Defendant

Exhibit “B”

MEMORANDUM OF UNDERSTANDING RE PAGA SETTLEMENT

Lizbeth Garcia v. The Bay Clubs Company, LLC.

Case No: 37-2018-00029247- CU-OE-CTL

Patricia Calderon

Lizbeth Garcia, Allyson Klipa, Carolina Salazar, Jeyson Pineda, Wendy Calvert, Victoria Choppa, Stephanie De Alba, Steve Garza, Jessie Guerrero, Sr., Herlinda Guerrero, Stephen Haggarty, Tamara Lentz, Ellie Lofti, Alexandra Marian, Diane Martin, Lisa Mitchell, Jayla Moreno, Peggy Pendergrast, Robert Reyes, Sylvia Rodriguez, Barry Druschel, Michael Heim, Jessie Guerrero, Jr., Ryan Berger, Samantha Lee, Tammy Hyer, and Monica Martines (collectively, the "Plaintiffs") have asserted claims against The Bay Clubs Company, LLC ("Defendant") (Plaintiffs and Defendant shall be collectively referred to as "the Parties") in the actions styled:

PAGA Actions:

- *Lizbeth Garcia v. The Bay Clubs Company, LLC*, San Diego Superior Court, case number 37-2018-00029247- CU-OE-CTL
- *Allyson Klipa v. The Bay Clubs Company, LLC*, case number CGC-20-587892
- *Carolina Salazar v. The Bay Clubs Company, LLC, et al.*, Los Angeles Superior Court case No. YC073022
- *Jeyson Pineda, et al. v. The Bay Clubs Company, LLC, et al.*, San Mateo County Superior Court case no. 18CIV05996

Arbitrations:

- *Wendy Calvert vs. Bay Clubs Company, LLC* Ref# 1240024651
- *Victoria Choppa vs. Bay Clubs Company, LLC* Ref#1110027737
- *Stephanie De Alba vs. Bay Clubs Company, LLC* Ref#1240024809
- *Steve Garza vs. Bay Clubs Company, LLC* Ref#1240024857
- *Jessie Guerrero Sr. vs. Bay Clubs Company, LLC* Ref#1240024842
- *Herlinda Guerrero vs. Bay Clubs Company, LLC* Ref#1240024834
- *Stephen Haggarty vs. Bay Clubs Company, LLC* Ref#1240024825
- *Tamara Lentz vs. Bay Clubs Company, LLC* Ref#1110027738
- *Ellie Lofti vs. Bay Clubs Company, LLC* Ref#1210038196
- *Alexandra Marian vs. Bay Clubs Company, LLC* Ref#1240024808
- *Diane Martin vs. Bay Clubs Company, LLC* Ref#1110027312
- *Lisa Mitchell vs. Bay Clubs Company, LLC* Ref#1240024813
- *Jayla Moreno vs. Bay Clubs Company, LLC* Ref#1240024826
- *Peggy Pendergast vs. Bay Clubs Company, LLC* Ref#1110026757
- *Robert Reyes vs. Bay Clubs Company, LLC* Ref#1100111175
- *Sylvia Rodriguez vs. Bay Clubs Company, LLC* Ref#1240024572
- *Barry Druschel vs. Bay Clubs Company, LLC* Case# A283801
- *Michael Heim vs. Bay Clubs Company, LLC* Case# A283759
- *Jessie Guerrero Jr. vs. Bay Clubs Company, LLC* (Case/Ref # TBD)
- *Ryan Beyer v. The Bay Clubs Company, LLC* (Case/Ref # TBD)

- *Samantha Lee v. The Bay Clubs Company, LLC (Case/Ref # TBD)*
- *Tammy Hyer v. The Bay Clubs Company, LLC (Case/Ref # TBD)*
- *Monica Martines v. The Bay Clubs Company, LLC (Case/Ref # TBD)*¹

After a full day mediation with Hon. Lisa Cole (Ret.) and additional negotiations between the parties, the Parties agree to the following terms of this Memorandum of Understanding ("MOU") in settlement of all cases and matters:

1. **Total (Gross) Settlement Amount (TSA):** The Total Settlement Amount (TSA) is Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) inclusive of everything, including all attorneys' fees and costs, enhancement awards, settlement administrator costs, and all post-settlement approval efforts. Out of the TSA, Two Million Four Hundred Fifty Five Thousand Dollars (\$2,455,000.00) will be allocated to the above-referenced PAGA cases, and the remainder to the above-referenced arbitrations.

"Released Parties" means Defendant and its past, present, and future representatives, directors, officers, employees, agents, attorneys, affiliates, members and shareholders, including Matthew Stevens, Kevin Klipfel, and Erin Rucker Oto, as well as all of their respective parent companies, affiliated companies, owners, investors, sponsors, subsidiary companies, affiliates, client(s), client(s) facilities, consultants, agents, insurers, attorneys, predecessors, assignors, and/or assigns and/or any other individual or entity that could be liable for the claims raised in the PAGA Matters.

2. **Payment terms:** Defendants will pay the TSA within 30 days of the Effective Date. "Effective Date" means (i) in the event that the Settlement has received approval by the Court and there were no timely objections or motion to intervene filed, or that any timely objections or motion to intervene have been withdrawn, then the date the Court's order of approval of the Settlement; (ii) in the event that one or more timely objections or motion to intervene has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector and intervenor to seek appellate review of the trial court's order of approval of the Settlement and denial of the motion to intervene, without a timely appeal having been filed; or, (iii) in the event that a timely appeal of the Court's order of approval and denial of the motion to intervene has been filed, then the Settlement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the trial court's order(s) without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.

3. **Released parties:** ~~The "Released Parties" are The Bay Clubs Company, LLC and its related companies, parents, subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, employees, Matthew Stevens, Kevin Klipfel, and Erin Rucker Oto), including, predecessors, successors, and assigns.~~

4. **PAGA release:** The release in the PAGA actions will fully release and discharge the Released Parties of any and all past, present claims, complaints, demands, liabilities, debts, obligations, liens, costs, attorneys' fees, promises, losses or damages that were alleged in the Complaints, and/or could have been alleged in the Complaints based on the facts, theories, and/or claims alleged in the operative Complaints. This includes, but is not limited to, a release of all claims for PAGA penalties based on claims or allegations of: unpaid wages, unpaid minimum wages, unpaid overtime wages, failure to provide meal or rest periods, failure to pay meal and rest period premiums, split shift premiums, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment, failure to pay commissions, failure to provide signed commissions

¹ All actions are collectively referred to as "Complaints" or "Actions."

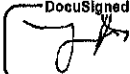
agreement, failure to reimburse business expenses, failure to maintain accurate payroll records, all Labor Code sections and Wage Order sections alleged in the operative Complaints and LWDA letters, civil penalties or other damages that were alleged or could have been alleged in the operative Complaints (including but not limited to violations or damages relating to meal periods, rest periods, pay stubs, wage statements, failure to reimburse, unpaid sick time, unpaid split shift premiums, regular rate of pay issues, rounding, time-shaving, time record alteration, unpaid vacation time, off the clock and other unpaid regular and overtime wages, unreimbursed expenses, violation of Labor Code section 2802, unpaid overtime, unpaid double time, unlawful deductions, and waiting time penalties) which arose during the PAGA Period. These released claims and damages are hereinafter referred to as the “Released Claims.”

5. **Terms of Settlement in the PAGA Action:** Claimants in the 23 arbitrations referenced above shall execute a general release and 1542 waiver and agree to the following settlement terms: confidentiality, non-disparagement, and liquidated damages for breach of confidentiality or non-disparagement equal to 10% of their net settlement payment. Claimants agree to stay all pending arbitrations pending Court approval of the PAGA settlement.
6. **Discharge of all Claims:** All individual claims brought by all Plaintiffs shall be dismissed with prejudice following the Defendant’s payment of the TSA pursuant to this settlement, and a judgment be entered as to all PAGA representative claims herein.
7. **Consolidation:** All cases to be consolidated by stipulation to coordinate settlement approval. All individual plaintiffs confirm they have no further claims against any released party. All counsel to all plaintiffs confirm they are not currently representing any individuals not subject to this release.
8. **Enhancement Award:** Set by Plaintiffs.
9. **Aggrieved Employee Group:** The Aggrieved Employees will consist of all individuals currently or formerly working for Defendants/Released Parties in California as non-exempt employees, from April 9, 2017 to Court approval of the Settlement or March 31, 2022, whichever is later (“PAGA Period”).
10. **Best efforts to obtain approval:** Plaintiffs and their Counsel will timely and efficiently use their best efforts to obtain approval of this settlement, and to defend this settlement against any attack by any other party or attorney.
11. **Payment Characterization:** All other sums paid out to the Aggrieved Employees members shall be treated as penalties and shall be reported on IRS Form 1099. Ten percent of the net settlement out to the 23 Claimants in the arbitrations referenced above shall constitute W2 wages.
12. **Plaintiffs’ Release:** Named Plaintiffs will execute individual general releases including a 1542 waiver.
13. **Settlement Administration Costs:** Defendant agrees not to oppose Plaintiffs’ request for reimbursement for the Settlement Administrator’s costs from and out of the TSA.

14. **Attorney's Fees and Costs:** Defendant agrees not to oppose Plaintiffs' request for attorney's fees of up to thirty-five percent of the TSA. Defendant agrees not to oppose Plaintiffs' request for reimbursement for Plaintiffs' litigation costs, which will be paid from the TSA.
15. **Enforceability:** The Parties intend to enter into a more formal "long form" agreement not inconsistent with the terms of this MOU within 30 days of the date of execution of this MOU, but if they fail to execute a more formal agreement, this MOU will be final, binding and enforceable pursuant to California Code of Civil Procedure section 664.6.
16. **Drafting of Long-Form Settlement Agreements and Settlement Approval Papers:** Defense counsel will provide Plaintiffs' counsel with an initial draft of the long-form settlement agreement for the PAGA settlement by no later than January 7, 2022. Plaintiffs' counsel will draft the motion for approval of the PAGA settlement and file the motion for Court approval of the PAGA Settlement no later than January 28, 2022.

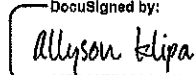
Dated: 12/22/2021

LIZBETH GARCIA

By: 
DocuSigned by:
Lizbeth Garcia

Dated: 12/21/2021

ALLYSON KILPA

By: 
DocuSigned by:
Allyson Kilpa

Dated: _____

CAROLINA SALAZAR

By: _____
Carolina Salazar

Dated: _____

JEYSON PINEDA

By: _____
Jeyson Pineda

Dated: _____

PATRICIA CALDERON

By: _____
Patricia Calderon

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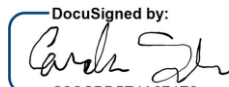
Dated: _____ LIZBETH GARCIA

By: _____
Lizbeth Garcia

Dated: _____ ALLYSON KILPA

By: _____
Allyson Klipa

Dated: 12/20/2021 | 5:33:23 PM PST CAROLINA SALAZAR

By:  _____
C2CCBD5E4A674E2...
Carolina Salazar

Dated: _____ JEYSON PINEDA

By: _____
Jeyson Pineda

Dated: _____ PATRICIA CALDERON

By: _____
Patricia Calderon

14. **Attorney's Fees and Costs:** Defendant agrees not to oppose Plaintiffs' request for attorney's fees of up to thirty-five percent of the TSA. Defendant agrees not to oppose Plaintiffs' request for reimbursement for Plaintiffs' litigation costs, which will be paid from the TSA.
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Dated: _____

LIZBETH GARCIA

By: _____
Lizbeth Garcia

Dated: _____

ALLYSON KILPA

By: _____
Allyson Klipa

Dated: _____

CAROLINA SALAZAR

By: _____
Carolina Salazar

Dated: Dec 20, 2021

JEYSON PINEDA

By: Jeyson pineda
Jeyson Pineda

Dated: _____

PATRICIA CALDERON

By: _____
Patricia Calderon

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Dated: _____

LIZBETH GARCIA

By: _____
Lizbeth Garcia

Dated: _____

ALLYSON KILPA

By: _____
Allyson Klipa

Dated: _____

CAROLINA SALAZAR

By: _____
Carolina Salazar

Dated: _____

JEYSON PINEDA

By: _____
Jeyson Pineda

Dated: ²¹ dic 2021 _____

PATRICIA CALDERON

Patricia calderon

By: _____
Patricia Calderon

Dated: 12/20/2021

WENDY CALVERT

DocuSigned by:
By: Wendy K. Calvert
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Dated: 12/20/2021

VICTORIA CHOPPA

DocuSigned by:
By: Victoria Choppa
852435234849418

Dated: 12/20/2021

STEPHANIE DE ALBA

DocuSigned by:
By: Stephanie De Alba
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Dated: 12/20/2021

STEVE GARZA

DocuSigned by:
By: Steven David Garza
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Dated: 12/20/2021

JESSIE GUERRERO SR.

DocuSigned by:
By: Jessie Guerrero Sr.
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Dated: 12/20/2021

HERLINDA GUERRERO

DocuSigned by:
By: Herlinda Guerrero
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Dated: 12/21/2021

STEPHEN HAGGARTY

DocuSigned by:
By: Stephen Haggarty
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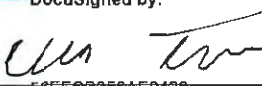
Dated: 12/20/2021

TAMARA LENTZ

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By: Tamara Lentz
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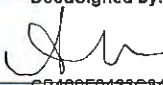
Dated: 12/21/2021

ELLIE LOFTI

DocuSigned by:
By: 
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Ellie Lofti

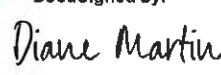
Dated: 12/20/2021

ALEXANDER MARIAN

DocuSigned by:
By: 
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Alexander Marian

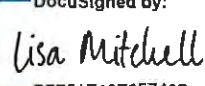
Dated: 12/21/2021

DIANE MARTIN

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By: 
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Diane Martin

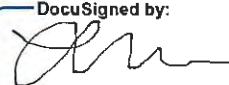
Dated: 12/20/2021

LISA MITCHELL

DocuSigned by:
By: 
B7F51F10E05740B...
Lisa Mitchell

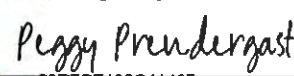
Dated: 12/20/2021

JAYLA MORENO

DocuSigned by:
By: 
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Jayla Moreno

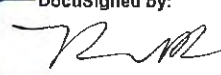
Dated: 12/20/2021

PEGGY PENDERGAST

DocuSigned by:
By: 
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Peggy Pendergast

Dated: 12/21/2021

ROBERT REYES

DocuSigned by:
By: 
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Robert Reyes

Dated: 12/20/2021

SYLVIA RODRIGUEZ

DocuSigned by:
By: *Sylvia Rodriguez*
Sylvia Rodriguez

Dated: 12/20/2021

BARRY DRUSCHEL

DocuSigned by:
By: *Barry Druschel*
Barry Druschel

Dated: 12/21/2021

MICHAEL HEIM

DocuSigned by:
By: *Michael Heim*
Michael Heim

Dated: 12/20/2021

JESSIE GUERRERO JR.

DocuSigned by:
By: *Jessie Guerrero Jr.*
Jessie Guerrero Jr.

Dated: 12/20/2021

RYAN BEYER

DocuSigned by:
By: *Ryan Beyer*
Ryan Beyer

Dated: 12/20/2021

SAMANTHA LEE

DocuSigned by:
By: *Samantha Lee*
Samantha Lee

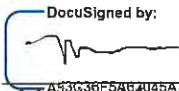
Dated: 12/20/2021

TAMMY HYER

DocuSigned by:
By: *Tammy Hyer*
Tammy Hyer

Dated: 12/20/2021

MONICA MARTINES

By: 
Monica Martinez

Dated: 01/21/2022

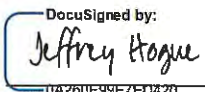
THE BAY CLUBS COMPANY, LLC

By: 
(Signature)
Kevin Klipfel
(Printed Name)
CFO
(Title)

APPROVED AS TO FORM:

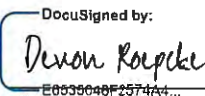
Dated: 12/21/2021

HOGUE & BELONG

By: 
Jeffrey L. Hogue
Tyler J. Belong
Attorneys for Plaintiffs

Dated: 12/21/2021

LAW OFFICES OF DEVON K. ROEPCKE, PC

By: 
Devon K. Roepcke
Attorney for Plaintiffs

Dated: 12/20/21

LIBERATION LAW GROUP

By: 

Ernesto Sanchez
Arlo Uriarte
Attorneys for Plaintiffs, Jayson Pineda
and Patricia Calderon

Dated:

JONES BELL LLP

By: _____
William Turner
Asha Dhillon
Attorneys for Plaintiff, Carolina Salazar

Dated:
12/26/2021

**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

By: 

William C. Sung
Jeffrey S. Ranen
Attorneys for Defendant

Dated:

LIBERATION LAW GROUP

By:

Ernesto Sanchez
Arlo Uriarte
Attorneys for Plaintiffs, Jayson Pineda
and Patricia Calderon

Dated:

December 21, 2021

JONES BELL LLP

By:



William Turner
Asha Dhillon
Attorneys for Plaintiff, Carolina Salazar

Dated:

**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

By:

William C. Sung
Jeffrey S. Ranen
Attorneys for Defendant

Exhibit “C”

THE WALL STREET JOURNAL.

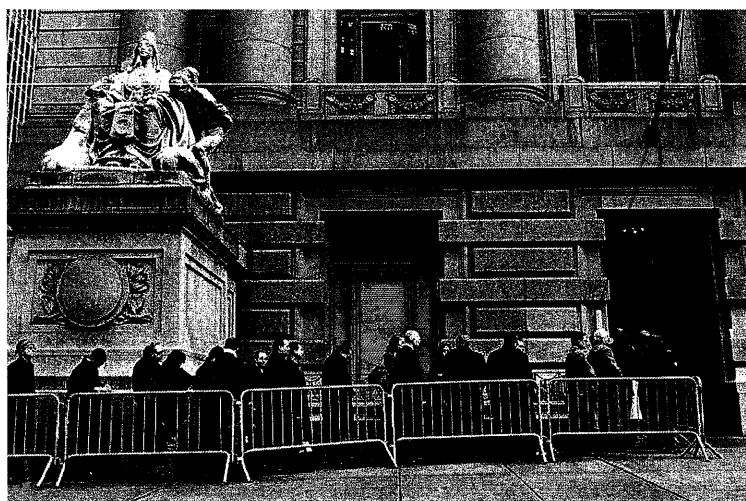
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<http://www.wsj.com/articles/legal-fees-reach-new-pinnacle-1-500-an-hour-1454960708>

BUSINESS | LAW

Legal Fees Cross New Mark: \$1,500 an Hour

Billing rates for partners at elite corporate law firms keep rising, despite low inflation, weak demand



Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at the mounting hourly fees of law partners at elite corporate law firms. Above, the U.S. Bankruptcy Court in New York. *PHOTO: BRENDAN MCDERMID/REUTERS*

By **SARA RANDAZZO** and **JACQUELINE PALANK**

Updated Feb. 9, 2016 10:11 a.m. ET

The day of the \$1,500-an-hour lawyer has arrived.

Partners at some of the nation's top law firms are approaching—and, in a few cases, surpassing—that watershed billing rate, making the \$1,000-an-hour legal fees that once seemed so steep look quaint by comparison.

Despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn, according to Citi Private Bank's Law Firm Group.

“We just raise them every year,” said John Altorelli, a finance lawyer at DLA Piper LLP in New York, who says the firm has set his rate at more than \$1,500 an hour. Mr. Altorelli, who filed for personal bankruptcy in 2014 to halt a legal battle with the estate of his former law firm, Dewey & LeBoeuf LLP, cracked the \$1,000-an-hour mark a decade ago. His fees have risen steadily ever since.

To soften the blow to clients, Mr. Altorelli does more than half his work on some kind of fixed-fee basis. “Using hourly rates is really anachronistic, but we still do it,” he said.

Raising rates ensures that law firms keep up with the competition and helps them wrest more money from clients, who routinely demand discounts for all but the most sensitive work.

“If you think of the rules of supply and demand, how in the world can they keep raising their rates?” said Jeff Carr, a former general counsel of oil-and-gas services and equipment company FMC Technologies who for years has been an outspoken opponent of hourly legal rates.

The rate creep has boosted law firms’ revenue at a time when many of them are under pressure from lower-cost legal-service providers and corporate clients that are keeping more legal work in-house. Revenue at law firms rose 4% last year, according to Wells Fargo Private Bank’s Legal Specialty Group, though demand rose just 0.5%.

“Lots of law firms will charge whatever the market can bear,” said the head of one of the nation’s 200 largest law firms.

Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at mounting fees. These court filings show the rates of partners specializing in corporate restructuring, as well as those with specialties like tax, litigation and corporate law.

A review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour, with top rates at several large law firms exceeding \$1,400.

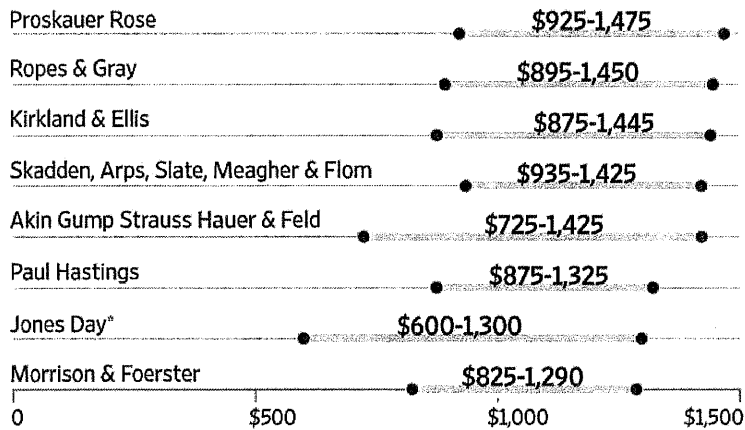
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

Kirkland & Ellis LLP’s top hourly billing rate is now \$1,445. And rates at two firms—Akin Gump Strauss Hauer & Feld LLP and Skadden, Arps, Slate, Meagher & Flom LLP—peak at \$1,425 an hour.

Representatives of the law firms declined to comment.

Top Billers

Hourly rates of partners at top U.S. law firms now approach \$1,500.



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

Martin Bienenstock, who leads Proskauer's restructuring practice, called the \$1,225 an hour he billed clients last year "a market rate similar to my peers at other firms," and said he charges the same rate for nonbankruptcy work.

"The clients have kept coming back and growing during my 38-year career," he

said in an email, adding that clients generally prefer dealing directly with senior lawyers versus younger associates with lower rates.

In disclosing their firmwide rate increases, many firms tell the courts it is a standard way of keeping pace with "economic and other conditions." These include rising fixed costs, such as real estate and salaries.

In theory, a law-firm partner's pay rises and falls with the success of the firm. But, as competition for top talent increases, many firms feel the need to guarantee salaries or ensure a partner's pay doesn't fall, even in down years.

Still, only elite lawyers can charge \$1,400 an hour or more. Such rates are found almost exclusively in New York and other major markets, and only in the least price-sensitive fields like mergers and acquisitions, restructuring, tax, antitrust and high-stakes litigation and appeals.

For lawyers at the very top of those fields, hourly rates can hit \$1,800 or even \$1,950.

"You have a very few people at the very top where price is almost no object," said legal consultant Bruce MacEwen, who likens it to the way celebrities, sports stars and best-selling authors are paid. "It is a talent market."

Most lawyers in the U.S. fall well below those high marks. In a survey of in-house legal departments by BTI Consulting Group, the average highest rate paid for

law-firm partners was \$875 an hour in 2015, up more than 27% from three years earlier. Of the respondents, 38% had paid more than \$1,000 an hour for a lawyer, and the highest rate those in the survey paid was \$1,600 an hour.

For many firms, the stated rate is simply a starting point in discussions with corporate law departments. As a result, said legal consultant Ward Bower of Altman Weil, “sophisticated” law firms tend to implement annual rate increases to offset clients’ requests for discounts.

Such discounts are becoming more commonplace. A decade ago, law firms could typically get clients to pay around 92% of their stated rates, according to Thomson Reuters Peer Monitor. Last year, that fell to less than 83%.

Smaller companies can get squeezed the most on fees, because they don’t send enough work to any one law firm to get the best deals.

Companies with \$4 billion or more in annual revenue were twice as likely as those with less than \$100 million in revenue to use some form of alternative fee, according to a survey from industry trade group the Association of Corporate Counsel.

Some industry watchers view the raise-and-discount approach with skepticism.

“If clients are pushing back on rates, the answer isn’t to raise them” and then ask for a discount, Mr. MacEwen said. “The answer is to provide better total value.”

Write to Sara Randazzo at sara.randazzo@wsj.com and Jacqueline Palank at jacqueline.palank@wsj.com

Exhibit “D”

LAFFEY MATRIX

History

Case Law

See Our Prices

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
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., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* "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 “E”
(Billing Records Lodged Under Seal)

Exhibit “F”

Selection Criteria	
Clie.Selection	Include: Garcia, Lizbeth
Slip.Transaction Type	Expense
Slip.Classification	Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
48840	EXP	G. Capperucci	1	4721.49	4721.49
10/21/2019		Other professionals			
WIP		Garcia, Lizbeth			
CPT GROUP					
Inv. 15567					
Belaire Mailing					
2 page generic notice letter & Business Reply					
Check2397					
47483	EXP	K. Turnbull	1	94.00	94.00
10/14/2020		Court fees			
WIP		Garcia, Lizbeth			
Court Call ID: 10906550					
Court Call for Attorney Jeff Hogue for 10/15/2020					
Informal Discovery Conference.					
47482	EXP	K. Turnbull	1	13.45	13.45
10/15/2020		Court fees			
WIP		Garcia, Lizbeth			
One Legal Filing Fee					
Invoice No.: 02891362					
Plaintiff's Informal Discovery Conference Brief and					
Proof of Service.					
47549	EXP	K. Turnbull	1	94.00	94.00
10/29/2020		Court fees			
WIP		Garcia, Lizbeth			
CourtCall ID: 10933184					
CourtCall for attorney Jeff Hogue for 10/29/2020					
Informal Discovery Conference.					
47656	EXP	K. Turnbull	1	94.00	94.00
11/13/2020		Court fees			
WIP		Garcia, Lizbeth			
CourtCall ID: 10959202					
Court Call for attorney Hogue for 11/16/2020					
Informal Discovery Conference.					

3/3/2022
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HOGUE & BELONG
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
47898	EXP	K. Turnbull	1	13.45	13.45
12/21/2020		Court fees			
WIP		Garcia, Lizbeth			
One Legal Filing Fee					
Invoice No.: 03013356					
Plaintiff's Informal Discovery Conference Brief and					
Proof of Service.					
48144	EXP	G. Capperucci	1	725.00	725.00
2/18/2021		Other professionals			
WIP		Garcia, Lizbeth			
Check 2217					
Story Cloud invoice #8615					
48200	EXP	G. Capperucci	1	1485.25	1485.25
3/1/2021		Deposition/DEP			
WIP		Garcia, Lizbeth			
Veritext					
Invoice#4518825					
Check2243					
Witness: Erin Rucker Oto					
48202	EXP	G. Capperucci	1	1929.40	1929.40
3/1/2021		Deposition/DEP			
WIP		Garcia, Lizbeth			
Veritext					
Invoice#4521797					
Check2245					
Witness: Erin Rucker Oto (Original with 1 certified transcript)					
48203	EXP	G. Capperucci	1	863.55	863.55
3/1/2021		Other professionals			
WIP		Garcia, Lizbeth			
Veritext					
Invoice#4568675					
Check2458					
witness: PMK The Bay Club Company					
49643	EXP	K. Turnbull	1	998.65	998.65
3/9/2021		Deposition/DEP			
WIP		Garcia, Lizbeth			
Check #2539					
Peterson Reporting					
Original & Certified transcript of deposition					
Erin Rucker Oto, Vol. II					

3/3/2022
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HOGUE & BELONG
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
48506	EXP	G. Capperucci	1	9113.19	9113.19
3/19/2021		Other professionals			
WIP		Garcia, Lizbeth			
Knox Attorney Service					
Invoice#9287764					
Records of: Letter to Current/Former Employees					
Check2318					
48628	EXP	G. Capperucci	1	300.00	300.00
4/2/2021		Other professionals			
WIP		Garcia, Lizbeth			
Fountain Consulting Inc.					
Work on dates: 11/13/20 - 11/16/20					
Check2360					
49718	EXP	J. Harger	1	360.00	360.00
4/21/2021		Other professionals			
WIP		Garcia, Lizbeth			
Ck#2549 Bob Fountain Statistical Consulting April /					
May 2021					
48860	EXP	G. Capperucci	1	13994.25	13994.25
4/23/2021		Other professionals			
WIP		Garcia, Lizbeth			
ITS Management Services					
Invoice 112558					
Check2396					
49645	EXP	K. Turnbull	1	360.00	360.00
6/1/2021		Other professionals			
WIP		Garcia, Lizbeth			
Check#2499					
Fountian Consulting INC.					
Database					
49942	EXP	J. Harger	1	2160.00	2160.00
6/17/2021		Other professionals			
WIP	7/28/2021	Garcia, Lizbeth			
Check No 2578 - Fountain Consulting					
49596	EXP	K. Turnbull	1	14.82	14.82
6/21/2021		Court fees			
WIP		Garcia, Lizbeth			
One Legal Filing Fee					
Invoice No.: 03361687					
Plaintiff's Informal Discovery Conference Brief and					
Proof of Service.					

3/3/2022
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HOGUE & BELONG
Slip Listing

Page 4

Slip ID			Timekeeper	Units	Rate	Slip Value
Dates and Time			Activity	DNB Time	Rate Info	
Posting Status			Client	Est. Time	Bill Status	
Description			Reference	Variance		
51717	EXP		C. Steele	1	14.82	14.82
6/21/2021			Court fees			
WIP			Garcia, Lizbeth			
One Legal Court Filing						
Filing Brief for Hearing						
Order number: 16488844						
Credit card 7666						
51205	EXP		J. Harger	1	2480.00	2480.00
8/5/2021		8/19/2021	Other professionals			
WIP			Garcia, Lizbeth			
Check No 2693 - Bob Fountain - Fountain						
Consulting - 8/5-8/19						
50782	EXP		J. Harger	1	2025.00	2025.00
9/24/2021			Arbitrators/mediators			
WIP			Garcia, Lizbeth			
Check No 2632						
Signature Resolution						
10/1/21 - Mediation						
51716	EXP		C. Steele	1	14.82	14.82
11/29/2021			Court fees			
WIP			Garcia, Lizbeth			
One Legal Court Filing Fee						
Oppo to Motion						
Order Number: 17293962						
Credit Card: 7666						
51852	EXP		J. Harger	1	16.68	16.68
12/16/2021			Court fees			
WIP			Garcia, Lizbeth			
One Legal						
Online Payment						
Order Number 17386771						
Contact Cynthia Steele						
Attorney Jeffrey Hogue						
Billing Code						
Case Title Garcia vs The Bay Clubs Company LLC						
[IMAGED]						
Court Superior Court of California, San Diego County						
Court Transaction Number 21197599						
Case Number 37-2018-00029247-CU-OE-CTL						
Documents Notice - Other,Proof of Service						
52690	EXP		C. Steele	1	16.06	16.06
2/18/2022			Court fees			
WIP			Garcia, Lizbeth			

3/3/2022
4:05 PM

HOGUE & BELONG
Slip Listing

Page 5

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
One Legal Filing Fee					
Order #17712865					
Notice and POS					
52784	EXP	C. Steele	1	311.10	311.10
3/3/2022		Copying			
WIP		Garcia, Lizbeth			
Total Pages 2,074					
52785	EXP	C. Steele	1	133.71	133.71
3/3/2022		Online researc			
WIP		Garcia, Lizbeth			
Lexis Nexis Cost					
Grand Total					
		Billable	0.00		42346.69
		Unbillable	0.00		0.00
		Total	0.00		42346.69