

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
FELIX DE LA ROSA FUENTES

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

FELIX DE LA ROSA FUENTES, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

v.

LA JOLLA BEACH AND TENNIS CLUB
PARTNERS L.P., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 37-2020-00045980-CU-0E-CTL

*[Assigned for All Purposes to the Hon. James A.
Mangione, Dept. C-75]*

**DECLARATION OF SCOTT M. LIDMAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR SETTLEMENT APPROVAL OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
AND REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
AWARD**

Date: March 4, 2022
Time: 9:00 a.m.
Dept.: 75

Complaint Filed: December 15, 2021
Trial Date: None Set

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the
3 named Plaintiff Felix De La Rosa Fuentes (“Plaintiff”) in the above-captioned matter. I am a member
4 in good standing of the bar of the State of California and am admitted to practice in this Court. I have
5 personal knowledge of the facts stated in this declaration and could testify competently to them if called
6 upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law
9 firm of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on employment
11 litigation. In September 1998, I began working as an associate attorney at the international law firm of
12 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm
13 in the world exclusively devoted to representing management in employment, employee benefits and
14 labor law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which
16 was at the time one of the largest international firms in the world. During my employment at Jones
17 Day, I worked exclusively in the labor and employment department. In or around 2003, I went to work
18 at the law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In
19 2008, I returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the
20 end of 2017, I practiced exclusively labor and employment law, with a strong emphasis and most of my
21 time working on wage and hour class actions venued in both state and federal courts. During that time
22 and my legal career in general, I also worked on a number of single and multi-plaintiff wage and hour
23 matters as well.

24 5. During my employment at Littler Mendelson, I played a significant role in the class
25 actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In
26 particular, I received a wide-array of wage and hour class action experience performing the following
27 types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court
28

1 to federal court; drafting and responding to written discovery; drafting and opposing discovery related
2 motions; arguing discovery related motions; drafting motions to consolidate related matters;
3 interviewing putative class members and obtaining declarations in connection with class certification;
4 drafting oppositions to motions for class certification; drafting motions for decertification following
5 class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted
6 claims, the likelihood of prevailing at class certification and potential damages resulting from such
7 claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named
8 plaintiffs and putative class members; deposing retained expert witnesses; and defending the depositions
9 of corporate witnesses. I also was involved in the negotiations and settlements of many large wage and
10 hour class actions. In short, I played an integral role in all aspects of litigation from the inception of a
11 matter through and beyond class certification. I also supervised the work of several junior attorneys
12 who were staffed on the same wage and hour class actions.

13 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
14 actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 15 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
16 States District Court, Central District of California, Honorable Gary Klausner,
17 presiding¹.
- 18 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California
19 Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 20 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
21 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 22 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California
23 Superior Court, County of Alameda, Honorable Winifred Smith, presiding.

24
25
26
27 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of
28 Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
2 United States District Court, Central District of California, Honorable Percy
3 Anderson, presiding.
- 4 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
5 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 6 ▶ *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ▶ *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
10 States District Court, Central District of California, Honorable Percy Anderson,
11 presiding.
- 12 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
13 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 14 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
15 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 16 ▶ *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
17 KSC, United States District Court, Southern District of California.⁴
- 18 ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
19 of Solano, Honorable Paul Berman, presiding.
- 20 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
21 Superior Court, County of Orange, Honorable William Claster, presiding.
- 22 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
23 Superior Court, County of Orange, Honorable William Claster, presiding.

26 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal
27 and the California Supreme Court.

27 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

28 ⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

1 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
2 Court, County of San Francisco.

3 ▶ *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
4 Court, Northern District of California, Honorable Richard Seeborg, presiding.

5 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
6 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily
7 wage and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder
8 of Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
9 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-
10 five (65) wage and hour class actions filed in State courts throughout California, with several of them
11 having been removed to Federal courts. I believe that my professional experience renders me more than
12 qualified to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum
13 wages, meal and rest period violations, and derivative penalty claims. Not only have I litigated dozens
14 of wage and hour cases throughout my career involving similar claims, including the wage and hour
15 class actions identified above, I have litigated similar claims from both plaintiff and defense
16 perspectives. As a result, I am able to realistically assess and evaluate the facts and legal arguments
17 that can be made in pursuit and defense of similar wage and hour claims, as well as those facts and
18 arguments in support and in opposition to class certification. Consequently, I am able to appreciate the
19 significant risks, uncertainties, and delay involved in wage and hour class action litigation.

20 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
21 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
22 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
23 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
24 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
25 William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412,
26 California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina*
27 *v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles,
28

Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; and *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding.

9. As co-lead counsel for Plaintiff, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a reasonable result for the Aggrieved Employees.

1 10. La Jolla Beach and Tennis Club L.P. (“LJBTC” or “Defendant”) is a private social club
2 located on the shores of the La Jolla area of San Diego, California.

3 11. On December 15, 2020, Plaintiff provided written notice to the LWDA and LJBTC
4 asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the
5 California Labor Code including: ((1) failure to pay all overtime wages owed; (2) failure to pay all
6 minimum wages owed; (3) failure to provide all legally required meal periods; (4) failure to authorize
7 and permit all rest periods; (5) failure to provide accurate, itemized wage statements; and (6) failure to
8 timely pay all wages upon termination. A true and correct copy of the LWDA letter is attached hereto
9 as **Exhibit 1**. Also on December 15, 2020, Plaintiff filed the instant case as a putative class action
10 against Defendant alleging the above-referenced causes of action on behalf of himself and a putative
11 class. On February 22, 2021, after exhausting his administrative remedies, Plaintiff filed a First
12 Amended Complaint (“FAC”) which added an Eighth Cause of Action under the PAGA. *Id.* On March
13 5, 2021, pursuant to Plaintiff’s request, the Court dismissed Plaintiff’s class and individual allegations
14 (due to the existence of an arbitration agreement) but retained his representative claim under PAGA,
15 the sole claim remaining in this case and the sole claim which forms the basis of the Settlement.

16 12. Prior to mediation, LJBTC produced substantial information and documents pertaining
17 to Plaintiff and other Aggrieved Employees, including sampling of timekeeping records and payroll
18 data, employee handbooks, wage and hour policies and other relevant documents and information for
19 the underlying claims. Plaintiff’s retained expert (who holds a Ph.D. in economics) then analyzed the
20 payroll data and time records produced by LJBTC. After the detailed review of the payroll and time
21 records analysis and other documents and policies produced by LJBTC, Plaintiff’s Counsel drew on
22 their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff’s case.
23 This discovery allowed the parties to assess the merits and value of Plaintiff’s claims, if a settlement
24 could not be reached.

25 13. On November 30, 2021, the Parties participated in mediation with Tripper Ortman, Esq.,
26 a well-respected wage and hour class and representative action mediator. During mediation, the Parties
27 vigorously debated their opposing legal positions and the likelihood of Plaintiff’s ability to proceed on
28

a representative basis. Ultimately, the Parties reached a settlement, the terms of which were subsequently finalized in writing after mediation. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 2**. The Proposed Notice of PAGA Settlement and Release of Claims is attached as Exhibit A to the Settlement.

14. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount:	\$270,000.00⁶
Minus Court-approved attorneys' fees (1/3):	\$90,000.00
Minus Court-approved attorneys' costs:	\$23,025.49
Minus Court-approved enhancement award:	\$5,000.00
Minus settlement administrator costs:	\$4,000.00
Net Settlement Amount:	\$147,974.51

Net Settlement Amount:	\$147,974.51
75% to LWDA	\$110,980.88
25% to Aggrieved Employees	\$36,993.63

The payment of the Gross Settlement Amount shall be made within thirty (30) calendar days of Court approval of the settlement.

15. According to LJBTC, there are approximately 792 Aggrieved Employees defined as "all current and former hourly, non-exempt employees of Defendant La Jolla Beach and Tennis Club Partners L.P. who worked in California at any time from December 15, 2019 through December 31, 2021." The Aggrieved Employees, including Plaintiff, worked a total of approximately 14,472 pay periods between December 15, 2019 through December 31, 2021. The average payment to an Aggrieved Employee is estimated to be \$46.71.

16. As described in the accompanying Motion for Approval, Plaintiff alleges that LJBTC failed to compensate Plaintiff and other non-exempt employees for all of their time worked by utilizing time-shaving and/or rounding practices that were not even-handed over time and would result in the underpayment of wages to the Aggrieved Employees. Plaintiff believes that this violation occurred in

⁶ Defendant represents that there are an estimated 14,472 pay periods worked by the Aggrieved Employees during the PAGA Period of December 15, 2019 through December 31, 2021. If the total number of pay periods exceeds 14, 472 by more than ten percent (i.e., more than 15,919.2), then the Gross Settlement Amount shall be increased by the same percentage by which the number of pay periods exceeds 15,919.2. See Settlement, ¶ III.3.

each and every pay period during the relevant time period, which is approximately 13,672 pay periods. Accordingly, pursuant to Labor Code section 1197.1, Plaintiff calculated Defendants' exposure at \$3,299,200.00 ((792 x \$100 initial violation) + (12,880 x \$250 subsequent violation)).

17. LJBTC counter that it compensated Plaintiff and all other non-exempt employees for all their time worked. LJBTC also contends that its practices were lawful, employees kept track of and reported their own time, and any unpaid time was *de minimis* and therefore non-compensable. LJBTC also argues that only the initial violation rate could apply, if at all. In light of these defenses and LJBTC's argument that the Court would exercise its discretion to reduce any civil penalty due to its good faith efforts to comply with applicable law, Plaintiff discounted the maximum recovery on this claim by 85% to account for the risk that Defendant could prevail in their defenses, to arrive at a projected total of \$494,880.

18. Plaintiff alleges that as a result of the work demands imposed by LJBTC, their meal periods often did not start before the end of their fifth hour of work, meaning the meal periods were late or otherwise short or unlawful in violation of Labor Code section 512. Plaintiff also alleges that LJBTC would manually alter time records to: (i) reflect meal periods not actually taken, and/or (ii) reflect meal periods taken at a time earlier than actually taken. Therefore, Plaintiff alleges that every relevant pay period had at least one meal period violation. Accordingly, pursuant to Labor Code section 558, Plaintiff calculated ASC's maximum exposure at \$1,327,600.00. ((792 x \$50 initial violation) + (12,880 x \$100 subsequent violation)).

19. LJBTC counters that it has always provided non-exempt employees with an opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the result of employee choice, rather than any policy or practice of Defendant. LJBTC points out that it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that they have always done so. LJBTC further contends it paid its non-exempt employees meal period premiums when a legally compliant meal period was not provided. LJBTC also contends that Plaintiff could not recover the \$100 civil penalty for "subsequent violations" because it did not have notice of any initial violation. Lastly, LJBTC contends that the

1 Court would use its discretion provided for in the PAGA to reduce the maximum penalty exposure due
2 to its good faith efforts to comply with applicable law. In light of these defenses, Plaintiff discounted
3 the maximum recovery on this claim by 90% to account for the risk that LJBTC could prevail in its
4 defenses, to arrive at a projected total of \$132,760.

5 20. Plaintiff alleges that LJBTC failed to authorize and permit all legally required rest
6 periods. Specifically, Plaintiff alleges that LJBTC's rest period policy as written in its Employee
7 Handbook, up until June 2021, states that its employees must remain on company premises. Therefore,
8 Plaintiff alleges there was at least one rest period violation in every pay period up until June 2021 or
9 9,532 pay periods. As such, pursuant to Labor Code section 558, Plaintiff calculated LJBTC's
10 exposure at \$913,600 (792 x \$50 initial violation) + (8,740 x \$100 subsequent violations)).

11 21. LJBTC counters contends it has always maintained and enforced lawful rest period
12 policies and practices, Plaintiff and other non-exempt employees were authorized and permitted to take
13 all off-duty rest periods in compliance with California law, and despite its policy employees were
14 always allowed to leave the premises. LJBTC also contends that its written rest period policy changed
15 in 2021 and for the entire relevant time period it allowed its non-exempt employees to leave the work
16 premises during rest periods, consistent with its prior practices. LJBTC also contends that Plaintiff
17 could not recover the \$100 civil penalty for "subsequent violations" because it did not have notice of
18 any initial violation. Lastly, LJBTC contends that the Court would use its discretion provided for in
19 the PAGA to reduce the maximum penalty exposure due to its good faith efforts to comply with
20 applicable law especially since LJBTC changed its rest period policy in 2021. In light of these
21 defenses, Plaintiff discounted the maximum recovery on this claim by 90% to account for the risk that
22 LJBTC could prevail in its defenses, to arrive at a projected total of \$91,360.

23 22. As Plaintiff's PAGA claim was based on the underlying failure to pay all wages and
24 meal and rest period premiums and deficient wage statements, Plaintiff asserts PAGA penalties for
25 each Aggrieved Employee for each pay period in the PAGA limitations period. Therefore, pursuant to
26 Labor Code § 226.3 and only applying the initial violation rate of \$100, the estimated exposure is
27 \$1,367,200 (13,672 x \$100 initial violation).

1 23. LJBTC argues that Plaintiff's underlying claims will fail and, as a result, the wholly
2 derivative wage statement claim will also fail. LJBTC also vehemently argues that a meal and rest
3 period claims cannot support a claim for wage statement penalties. Further, LJBTC contend that the
4 "second violation" should not be applied where the LWDA has not previously cited ASC. Finally,
5 LJBTC also argues that since the primary allegations in this case are that LJBTC failed to pay all wages
6 and provide all meal and rest periods, imposing multiple penalties based on different Labor Code
7 section under derivative theories of liability for the same conduct would be inappropriate and unfair.
8 As such, Plaintiff discounted that figure by 85% to account for the risk of losing on the merits and for
9 the risk of the Court reducing penalties, to arrive at a realistic recovery for Aggrieved Employees of
10 \$205,080.

11 24. Plaintiff alleges that LJBTC is liable for waiting time penalties under Labor Code
12 section 203 as a result of its failure to pay meal period premiums. Based on the data provided by
13 LJBTC, all of the 397 Aggrieved Employees have separated their employment with LJBTC during the
14 relevant time period who could be entitled to waiting time penalties. Therefore, Plaintiff calculated
15 LJBTC's maximum exposure for waiting time penalties at approximately \$39,700.00 (397 former
16 employees x \$100).

17 25. LJBTC asserts it has strong defenses to the waiting time claim because there exist good-
18 faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties. LJBTC also
19 argues that meal and rest period claims cannot support a claim for waiting time penalties. In light of
20 these defenses, Plaintiff discounted the maximum recovery on this claim by 80% to account for the
21 risk that LJBTC could prevail in its arguments, to arrive at a projected total of \$7,940.

22 26. Based on the sum of the foregoing estimated figures, Plaintiff predicts the realistic total
23 recovery for the Aggrieved Employees to be approximately \$932,020.00. The proposed settlement of
24 \$270,000.00 therefore represents approximately 29% of the realistic total recovery for Aggrieved
25 Employees and avoids the risks of proceeding through trial.

26 27. My firm and co-counsel's firms request one-third of the GSA (currently estimated at
27 110,000.00 in attorneys' fees, and a total of \$12,391.07 (including costs associated with the instant
28

1 motion) in actual litigation costs. This fee request is consistent with my firm and co-counsel's
2 experience in similar wage-and-hour class and PAGA matters. My firm and/or co-counsel's firms
3 conducted extensive legal research regarding the merits of Plaintiff's claims, Plaintiff's ability to
4 recover penalties under the PAGA, and Defendant's potential defenses. My firm and co-counsel's
5 firms also conducted significant research and analysis of data and information produced informally
6 prior to mediation and used this data and analysis to complete an exposure analysis for PAGA penalties.
7 My firm and co-counsel's firms Counsel also expended significant additional effort in preparing
8 subsequent settlement documents, this Motion for settlement approval, and supporting declarations,
9 and will oversee the settlement administration process.

10 28. My experience in matters similar to this one was integral in evaluating the strengths and
11 weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage
12 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
13 federal law, as well as the procedural law of class action litigation. This case involved nuanced legal
14 issues regarding both substantive and procedural law, including complex issues with respect to
15 providing meal periods and the propriety of statutory penalties.

16 29. My law firm and co-counsel's firm maintain records of our hours worked on this case
17 by billing our time in increments of one-tenth (1/10) of an hour into a timekeeping system. I access
18 the timekeeping system regularly for purposes of assessing the number of attorney and paralegal hours
19 worked for each case that my law firm handles. I relied on the timekeeping records for this case to
20 prepare this declaration.

21 30. Plaintiff's Counsel have a lodestar of \$150,365 without the use of any multiplier, which
22 is approximately 1.67 times more than the \$90,000.00 fee request. The following is a general summary
23 showing the number of hours of work performed by each attorney and paralegal in my firm and co-
24 counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (23rd Year Attorney)	\$750	89.9	\$67,425
Elizabeth Nguyen (16th Year Attorney)	\$650	54.2	\$35,230

Paul K. Haines (15th Year Attorney)	\$650	17.6	\$11,440
Milan Moore (6th Year Attorney)	\$400	81.4	\$32,560
Paralegals	\$175	21.2	\$3,710
Total Lodestar			\$150,365

31. My proposed hourly rate of \$750, Ms. Nguyen's proposed hourly rate of \$650, Mr. Haines' proposed hourly rate of \$650, and Ms. Moore's proposed hourly rate of \$400 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey Matrix*, a true and correct copy of which is attached hereto as **Exhibit 3**.

32. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, fn. 11 (2008); *see also, In re Pacific Enterprises Securities Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award); *Chavez v. Saticoy Lemon Ass'n*, Case No. 56-2015-00468600-CU-OE-VTA, 2015 WL 5561118 (Ventura Cty. Super. Ct., Aug. 29, 2015) (approving attorneys' fees of one-third of settlement fund in representative PAGA settlement)..

33. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, Los Angeles Sup. Ct., Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

34. Being a private law practice my firm can only properly litigate a limited number of cases at one time. The professional demands of this case were significant, including a significant

1 number of hours of attorney and paralegal time. This litigation precluded my firm from other
2 employment due to the time and financial commitments required by the case. Indeed, because my firm
3 takes on cases on a purely contingency fee, we are only compensated for our time if we successfully
4 settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

5 35. Plaintiff has provided written approval of the split of attorneys' fees in this action: 45%
6 to Haines Law Group, APC, 30% to Lidman Law, APC, 25.0% to The Dominguez Firm, Inc. The
7 Dominguez Firm, Inc. is the referring attorney.

8 36. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm
9 dedicated substantial resources to this litigation, including expending a total of \$23,025.49 (including
10 costs associated with the instant motion) in actual litigation costs, without receiving any compensation
11 to date. A true and correct copy of my firm's and Haines Law Group's costs summary in this matter
12 is attached hereto as **Exhibit 4**. My office and co-counsel conducted legal research regarding the merits
13 of Plaintiff's claims, the ability to recover penalties under the PAGA, and LJBTC's potential defenses.
14 *Id.* Plaintiff's Counsel also analyzed the data and information produced informally prior to mediation
15 and prepared an exposure analysis on the PAGA penalties. Plaintiff's Counsel also expended
16 significant additional effort in preparing subsequent settlement documents, this Motion for settlement
17 approval, and supporting declarations, and will oversee the settlement administration process.

18 37. Plaintiff also seeks an enhancement award of \$5,000.00, which is reasonable given
19 Plaintiff's efforts in this case and the risks he undertook on behalf of the Aggrieved Employees.
20 Plaintiff provided substantial factual information and documents to my firm and co-counsel's firms,
21 and attended multiple meetings. Plaintiff also made himself available on the day of the mediation, and
22 responded to all questions that I had as various issues arose. Further, Plaintiff put his future
23 employment prospects at risk by becoming a class representative, as the fact that he filed a lawsuit "is
24 searchable on the internet and may become known to prospective employers when evaluating" them
25 for employment.

26 38. Although the Parties had not yet engaged in substantial formal discovery, the parties
27 did commit to an exchange of informal documents and information in association with mediation.

1 Preparation for trial remained for the parties as well as the prospect of appeals in the wake of a summary
2 judgment ruling for either party. As a result, the Parties would incur considerably more attorneys' fees
3 and costs through trial. This settlement avoids those risks and the accompanying expense.

4 39. On February 8, 2022, Plaintiff submitted the proposed Settlement to the LWDA
5 pursuant to Labor Code § 2699(1)(2). A true and correct copy of the confirmation is attached hereto
6 as **Exhibit 5**.

7 40. As of the date of the filing of the instant Motion, I am not aware of any class,
8 representative or other collective action in any other court in this or any other jurisdiction that asserts
9 claims similar to those asserted in this action on behalf of a class or group of individuals some or all
10 of whom would also be an Aggrieved Employee.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct. Executed on February 8, 2022, at El Segundo, California.

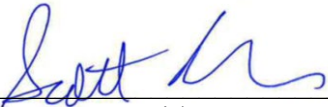
13
14 
15 _____
16 Scott M. Lidman
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

December 15, 2020

VIA LWDA WEBSITE

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

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

LA JOLLA BEACH AND TENNIS CLUB
PARTNERS L.P.
c/o William C. Kellogg, Agent for Service of
Process
2000 Spindrift Drive
La Jolla, CA 92037

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

LA JOLLA BEACH AND TENNIS CLUB
PARTNERS L.P.
2000 Spindrift Drive
La Jolla, CA 92037

Re: *Felix De La Rosa Fuentes v. La Jolla Beach and Tennis Club Partners L.P.*

To Whom It May Concern:

Please be advised that this law firm represents Felix De La Rosa Fuentes in claims arising from his employment with La Jolla Beach and Tennis Club Partners L.P., a California corporation (“Defendant”). Mr. Fuentes is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the present date.

Mr. Fuentes was employed by Defendant as a non-exempt employee from approximately 1979 through on or about July 22, 2020, when Defendant permanently laid him off. During his employment with Defendant, Mr. Fuentes held the position of “Sous Chef.”

During his employment with Defendant, Defendant would keep track of Mr. Fuentes’s time worked by requiring him to scan his handprint and enter his unique numerical identification. Despite keeping track of Mr. Fuentes’s time worked, Defendant would unlawfully shave his work time and/or round his work time such that Mr. Fuentes would not be fully paid for all time worked. Indeed, during his employment with Defendant, Defendant maintained a timekeeping policy that expressly stated, “[n]on-exempt employees may punch in for their shift up to six minutes prior to the shift’s start time.” Despite being allowed to clock in prior to the start of his shift, Defendant did not begin paying Mr. Fuentes until his scheduled start time. This time-shaving and/or rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in Defendant’s favor

such that Mr. Fuentes was routinely unpaid for his time worked. As a result, Defendant failed to pay Mr. Fuentes all required minimum and overtime wages.

Throughout his employment with Defendant, Mr. Fuentes was not provided all required meal periods due to Defendant's meal period policies/practices which fail to provide uninterrupted, duty-free 30-minute meal periods when employees work in excess of 5.0 hours in a day. Specifically, due to his job duties and the work demands imposed by Defendant, Mr. Fuentes was often prevented from taking meal periods that commenced before the end of the 5th hour of work and/or which were at least 30 minutes in length. Further, upon information and belief, when Mr. Fuentes was unable to start a meal period before the end of the fifth hour of work due to job requirements, Defendant's secretary, Clarissa Flamengo, would often manually alter his time records to: (i) reflect meal periods not actually taken, and/or (ii) reflect meal periods taken at a time earlier than actually taken. Ms. Flamengo would alter Mr. Fuentes's records so as to avoid having said records reflect and evidence missing, short and/or late meal period violations.

Although Mr. Fuentes was not provided with all legally-compliant meal periods to which he was entitled, Defendant failed to compensate Mr. Fuentes with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7.

Mr. Fuentes was also not authorized and permitted to take all legally required rest periods due to Defendant's unlawful rest period policies and practices. Defendant's rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, *or major fraction thereof*. Specifically, Defendant's required Mr. Fuentes and other non-exempt employees to remain on the work premises during their rest periods, resulting in Defendant failing to relinquish control over how employees spend their time during rest periods in violation of California law. Indeed, Defendant's rest period policy expressly stated, "[d]uring your rest periods, you will be relieved of all duty so that you can enjoy this personal time; however, **you will not be permitted leave the premises due to the short duration of rest period**..." (emphasis added). As a result, Defendant's rest period policy and practice fails to authorize and permit legally compliant duty-free rest periods. Further, as a result of the work demands imposed by Defendant, Mr. Fuentes was not authorized and permitted to take any rest periods on his shifts in excess of 3.5 hours.

On those occasions when Mr. Fuentes was not authorized and permitted to take all legally-compliant rest periods to which he was entitled, Defendant failed to compensate Mr. Fuentes with the required rest period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendant's failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Fuentes. Further, Defendant failed to comply with Labor Code section 226 by furnishing wage statements with vague and ambiguous codes, including without limitation, "Mr. Banquet" and "Holiday Fun."

As a further result of Defendant's failure to pay all minimum and overtime wages, and failure to pay meal and rest period premium wages, Defendant failed to pay all wages owed to Mr. Fuentes upon his separation of employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 (“Wage Order 5”):

Minimum Wage Violations

Defendant was required to pay Mr. Fuentes and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. See Labor Code §§ 1194; 1194.2, 1197; The Wage Order 5, § 4. Mr. Fuentes and other aggrieved employees were not paid for all hours worked due to Defendant’s timekeeping and compensation practices. As alleged above, Defendant caused Mr. Fuentes and other aggrieved employees to work hours in a workweek but did not properly compensate Mr. Fuentes and other aggrieved employees at least minimum wages for all such hours, due to Defendant’s unlawful timekeeping practices of rounding and/or shaving Mr. Fuentes’s time worked. This practice by Defendant resulted in Defendant not paying Mr. Fuentes for all wages owed for the work he performed, including failing to pay him all required minimum wages.

Overtime Violations

Defendant was required to pay Mr. Fuentes and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. See Labor Code §§ 1194(a) and 1198; the Wage Order 5, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked. As explained above, Defendant had a policy/practice of shaving Mr. Fuentes’s work time and/or rounding Mr. Fuentes’s work time such that he was not fully paid for all time worked. As a result of these policies/practices, Mr. Fuentes and other aggrieved employees were not compensated for all overtime wages on occasions when they worked over eight hours in a workday and/or 40 hours in a workweek.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Fuentes and other aggrieved employees with all required and compliant meal periods. See Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As described above, as a result of the work demands imposed by Defendant, Mr. Fuentes was often provided with a meal period after his fifth hour of work in violation of California law. Further, upon information and belief, when Mr. Fuentes was unable to start a meal period before the end of the fifth hour of work due to job requirements, Defendant’s secretary, Clarissa Flamengo, would often manually alter his time records to: (i) reflect meal periods not actually taken, and/or (ii) reflect meal periods taken at a time earlier than actually taken. As a result, Mr. Fuentes and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. See Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”). Although Mr. Fuentes was not provided with all legally-compliant meal periods to which he was entitled,

Defendant failed to compensate Mr. Fuentes and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Mr. Fuentes and other aggrieved employees to take all required rest periods. See Labor Code §§ 226.7 and 516; Wage Order 5, § 12. Specifically, Defendant's required Mr. Fuentes and other non-exempt employees to remain on the work premises during their rest periods, resulting in Defendant failing to relinquish control over how employees spend their time during rest periods in violation of California law. Additionally, as a result of the work demands imposed by Defendant, Mr. Fuentes was not authorized and permitted to take any rest periods on his shifts in excess of 3.5 hours. As a result, Mr. Fuentes and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. See Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Fuentes and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, total gross wages earned, total net wages earned, and meal and rest period premium wages in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Fuentes and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and unpaid meal period and premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data. Further, Defendant failed to comply with Labor Code section 226 by furnishing wage statements with vague and ambiguous codes, including without limitation, "Mr. Banquet" and "Holiday Fun."

Failure to Pay All Wages Upon Termination

Defendant failed to timely pay Mr. Fuentes all of his final wages at the time of termination, which include, among other things, underpaid minimum and overtime wages, and meal and rest period premium wages. Further, Mr. Fuentes is informed and believes, that as a matter of uniform policy and practice, Defendant continues to fail to pay other aggrieved employees all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendant's failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendant's willful failure to timely pay Mr. Fuentes and other aggrieved employees their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an “aggrieved employee,” Mr. Fuentes will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Fuentes own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Fuentes and other aggrieved employees all overtime compensation earned;
- b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Fuentes and other aggrieved employees the statutory minimum wage for all hours worked;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Fuentes and other aggrieved employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Fuentes and other aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Mr. Fuentes and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated Labor Code § 204 by failing to pay Mr. Fuentes and other aggrieved employees all earned wages at least twice during each calendar month;
- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Fuentes and other aggrieved employees; and
- h) Defendant violated Labor Code § 203 by failing to pay Mr. Fuentes and other aggrieved employees for all wages owed at the time of their termination of employment.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT 2

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement" or "Agreement") is made and entered into between Plaintiff Felix De La Rosa Fuentes ("Plaintiff"), acting in a Private Attorney General capacity and on behalf of the State of California, and Defendant La Jolla Beach and Tennis Club Partners, L.P. ("Defendant").

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. "Action" means Plaintiff's sole remaining Cause of Action under the Private Attorneys' General Act of 2004 ("PAGA") pursuant to California Labor Code section 2699, *et seq.* alleged in the case entitled *Felix De La Rosa Fuentes v. La Jolla Beach and Tennis Club Partners L.P.*, San Diego County Superior Court, Case No. 37-2020-0045980-CU-OE-CTL.

2. "Aggrieved Employees" means all current and former hourly, non-exempt employees of Defendant La Jolla Beach and Tennis Club Partners L.P. who worked in California at any time from December 15, 2019 through December 31, 2021.

3. "Defendant" means La Jolla Beach & Tennis Club Partners, L.P.

4. "Complaint" means the Complaint entitled *Felix De La Rosa Fuentes v. La Jolla Beach and Tennis Club Partners L.P.*, San Diego County Superior Court, Case No. 37-2020-0045980-CU-OE-CTL, filed on December 15, 2020.

5. "Court" means the Superior Court of California for the County of San Diego.

6. "Effective Date" means the date upon entry of an Order and Judgment by the Court approving this Settlement.

7. "Individual PAGA Payment" means the amount to be paid to each Aggrieved Employee based on the formula described herein.

8. "LWDA" means the California Labor and Workforce Development Agency.

9. "Gross Settlement Amount" is the non-reversionary sum of Two Hundred Seventy Thousand Dollars and Zero Cents (\$270,000.00), which represents the total amount payable under this Settlement by Defendant (unless the Gross Settlement Amount is increased pursuant to Paragraph III.3. below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff's Counsel's fees and costs, payment of Plaintiff's enhancement award and payment to the Settlement Administrator for administration costs.

10. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) Plaintiff's Counsel's fees up to one-third of the Gross Settlement Amount [(currently estimated at Ninety Thousand Dollars and Zero Cents (\$90,000.00))] including one-third of any increase to the Gross Settlement Amount pursuant to Paragraph III.3 below; (b)

Plaintiff's verified costs up to \$30,000.00; (c) Plaintiff's enhancement award in an amount not to exceed \$5,000.00; and (d) administration costs in an amount not to exceed \$4,000.00.

11. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

12. "PAGA Period" means the time period from December 15, 2019 through December 31, 2021.

13. "Released Parties" means Defendant and its former, present and future owners, parents, subsidiaries, and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

14. "PAGA Released Claims" means any and all claims, rights, demands, liabilities and causes of action for civil penalties under Plaintiff's Cause of Action for violations of the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.* pled in the operative Complaint in the Action, or civil penalties under Plaintiff's Cause of Action for PAGA that could be brought based on the factual allegations in the operative Complaint in the Action, that arose during the PAGA Period, including any related claims for attorneys' fees, costs, or interest resulting therefrom ("Released Claims"). The Released Claims herein does not release the Released Parties from any underlying Labor Code violations upon which Plaintiff's Cause of Action for PAGA is based.

15. "Parties" mean Plaintiff and Defendant, collectively.

16. "Plaintiff" means Felix De La Rosa Fuentes.

17. "Plaintiff's Counsel" means Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC; and Paul K. Haines of Haines Law Group, APC.

18. "Settlement Administrator" means Simpluris.

II. RECITALS

1. On December 15, 2020, Plaintiff filed the Action a class action complaint against Defendant alleging claims for: (1) failure to pay all overtime wages owed; (2) failure to pay all minimum wages owed; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to pay all wages upon termination of employment; and (7) unfair competition.

2. On December 15, 2020, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to the PAGA stemming from alleged violations of the California Labor Code described in Paragraph 1 above.

3. On February 22, 2021, Plaintiff filed a First Amended Complaint adding to the Action a cause of action under the PAGA.

4. On March 5, 2021, pursuant to a request by Plaintiff, the Court dismissed without prejudice all of the class and individual claims in the Action, except for the Eighth Cause of Action seeking civil penalties. As of the date of this Agreement, the Eighth Cause of Action under the PAGA is the only remaining claim in the Action.

5. During the pendency of the Action, the Parties engaged in an informal discovery exchange prior to mediation. In response to Plaintiff's Counsel's informal discovery requests, Defendant provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees and the claims in the Action in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the PAGA claim, including payroll data.

6. On November 30, 2021, the Parties participated in a full-day mediation before mediator Tripper Ortman, Esq., at which time the Parties were able to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiff and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendant shall pay Two Hundred Seventy Thousand Dollars and Zero Cents (\$270,000.00) as the **non-reversionary** Gross Settlement Amount (unless the Gross Settlement Amount is increased pursuant to Paragraph III.3. below). Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator by no later than thirty (30) calendar days of Court approval of the Settlement. The Settlement Administrator shall hold all portions of the Gross Settlement Amount in an interest-bearing account for the benefit of the Aggrieved Employees until the time for disbursement. The releases identified herein shall be null and void if Defendant fails to fully fund the Gross Settlement Amount.

3. **Escalator Clause.** Defendant represents that there are an estimated 14,472 pay periods worked by the Aggrieved Employees during the PAGA Period of December 15, 2019 through December 31, 2021. If the total number of pay periods exceeds 14,472 by more than ten percent (i.e., more than 15,919.2), then the Gross Settlement Amount shall be increased by the same percentage by which the number of pay periods exceeds 15,919.2.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, subject to Court approval, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiff's Attorneys' Fees and Costs.** Defendant will not oppose Plaintiff's request for attorneys' fees in the amount up to one-third (1/3) of the Gross Settlement Amount

(currently estimated to be \$90,000.00) including one-third (1/3) of any increase to the Gross Settlement Amount, if applicable, pursuant to Paragraph III.3 above. Defendant will not oppose Plaintiff's request for costs incurred in prosecuting this Action in amount not to exceed \$30,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). If the Court believes the attorneys' fees and/or costs should be reduced, the other terms of this Settlement will remain in effect and enforceable, and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. Plaintiff's Enhancement Award. Defendant will not oppose Plaintiff's request for an enhancement award in the amount of \$5,000.00 for his service to the LWDA and the Aggrieved Employees, and the risk he undertook by attaching his name to the Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for Plaintiff's enhancement award). If the Court believes the enhancement award should be reduced, the other terms of the Settlement will remain in effect and enforceable, and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to Plaintiff.

c. Administration Costs. The Parties agree that the Administration Costs shall be paid from the Gross Settlement Amount, currently estimated to be \$4,000.00, for administering the Settlement. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. Allocation of Net Settlement Amount. The Net Settlement Amount shall be distributed pursuant to Labor Code § 2699(i) as follows:

- a. 75% of the Net Settlement Amount shall be distributed to the LWDA;
- b. 25% of the Net Settlement Amount shall be paid to Aggrieved Employees. This portion of the Net Settlement Amount shall be paid to all Aggrieved Employees pro rata based on the proportional number of pay periods worked by each Aggrieved Employee during the PAGA Period.

This paragraph regarding allocation is based on the Parties' collective understanding that all payments from the Net Settlement Amount will be considered "penalties" and that there will no employer-side tax consequence to Defendant as a result of an allocation of the penalty amount being wages. If the Parties later determine otherwise, they will meet and confer regarding changes to this allocation provision. The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Net Settlement Amount, the Parties agree to re-negotiate in good faith in an effort to obtain approval of the Settlement.

6. Representative PAGA Release. In his capacity as a Private Attorney General or "aggrieved employee" acting on behalf of himself, the State of California and Aggrieved Employees, and in consideration of the enhancement award awarded to him, Plaintiff hereby

releases Defendant and Released Parties, from any and all of the PAGA Released Claims that arose during the PAGA Period.

7. **No Right to Opt-Out.** The Parties agree that there is no statutory right for any Aggrieved Employee to opt-out or otherwise exclude himself or herself from the Settlement.

8. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiff acknowledges that he has read this Settlement, that he fully understands his rights, privileges and duties under the Settlement, and enters into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

9. **Termination of Settlement.** If the Court does not approve the Settlement, if the Court does not enter judgment, as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of the Settlement and prior to the execution of the Memorandum of Understanding of PAGA Settlement.

10. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and Aggrieved Employees.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties agree to use Simpluris to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within ten (10) business days of the court signing the approval order, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, total number of pay periods worked during the PAGA Period or dates of employment, and Social Security number. The list shall also include the sum total of all pay periods worked by Aggrieved Employees during the PAGA Period. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in the highest of confidence, and access

shall be limited to those with a need to use the list as part of the administration of the Settlement and none of the information contained in the list shall be disclosed to third Parties or to Plaintiff's Counsel without the express written consent of counsel for Defendant.

Within seven (7) business days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall also determine whether the Escalator Clause in Section III.3 has been triggered and, if so, Defendant shall make its election as to how to proceed under said clause. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within two (2) business days of receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099.

4. **Undeliverable Notices/Payments.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be re-sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing after which any returned checks will be deemed undeliverable.

The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Settlement Payment(s) to the Aggrieved Employees, the postmark date of any subsequent mailing to any the Aggrieved Employees, and a list of Aggrieved Employees who did not receive the Individual Settlement Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

Defendant fully discharges its obligations to those Aggrieved Employees to whom they will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such

checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the State Controller's Office pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et. seq.* for the benefit of and in the name(s) of the Aggrieved Employees to whom the checks were issued but whom did not cash the checks. The unclaimed checks shall remain in the unclaimed property fund in the name of the Aggrieved Employee until such time that they claim their property (the Individual Settlement Payment), or the property is otherwise disposed of pursuant the Unclaimed Property Laws.

5. **Payment of Remainder.** Within two (2) business days of receiving approval from counsel of the payment calculations, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; (3) Court-approved enhancement award to Plaintiff; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** Within fifteen (15) business days of receiving approval from counsel of the payment calculations, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement. The Settlement Administrator shall provide a further such accounting under oath, upon request, after the conclusion of the 180-day check cashing period.

7. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. No later than January 31 of the year following payment of their individual portion of the PAGA Payment, the Settlement Administrator will prepare and issue IRS Form 1099s to Aggrieved Employees who received a payment. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. MISCELLANEOUS PROVISIONS

1. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement 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.

2. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, assigns, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees, and other fees incurred in connection with this Settlement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement shall be construed under and governed by the laws of the State of California. This Settlement shall be deemed to have been entered into in the County of San Diego, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of San Diego.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims in the Action. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

6. **Nullification of Settlement.** In the event that: (i) after good faith efforts to amend or modify the Agreement for Court approval the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions unless otherwise required under this Agreement.

7. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. Plaintiff will submit a proposed judgment in conformity with this Agreement to be entered by the Court, which shall constitute a final and binding resolution of the claims in the Action.

8. **Authorization to Enter into Settlement.** The signatories hereto represent that they are fully authorized to enter into this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

9. **Execution and Counterparts.** This Settlement is subject only to its execution by all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, electronic signatures, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange a fully executed Agreement. The Parties also agree that a facsimile, electronic, or scanned copy of the fully executed Agreement shall have the same force and effect as an original signed Agreement.

10. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

12. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

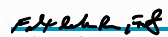
14. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

15. **Enforcement Action.** The Parties hereby agree this Agreement is enforceable under Code of Civil Procedure section 664.6, so as to allow the Parties to enforce the terms of their settlement until performance has been made in full. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

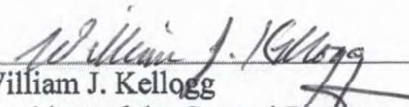
APPROVED AS TO FORM AND CONTENT:

Dated: January 9, 2022


Felix Delarosa Fuentes (Jan 9, 2022 12:47 PST)
Felix De La Rosa Fuentes, Plaintiff

Dated: January 3, 2022

**LA JOLLA BEACH AND TENNIS CLUB
PARTNERS, L.P.**

By: 
William J. Kellogg
President of the General Partner

APPROVED AS TO FORM:

Dated: January 10, 2022

LIDMAN LAW, APC

By: 

Scott M. Lidman

Attorneys for Plaintiff, Felix De La Rosa Fuentes

Dated: January 10, 2022

HAINES LAW GROUP, APC

By: 

Paul K. Haines

Attorneys for Plaintiff, Felix De La Rosa Fuentes

Dated: January 3, 2022

**PAUL, PLEVIN, SULLIVAN &
CONNAUGHTON LLP**

By: 

Aaron A. Buckley

Attorneys for Defendant, La Jolla Beach and
Tennis Club Partners, L.P.

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Felix De La Rosa Fuentes v. La Jolla Beach and Tennis Club Partners L.P.
San Diego County Superior Court Case No. 37-2020-0045980-CU-OE-CTL

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>
XX - XX -

I. NOTICE OF PAGA SETTLEMENT

The San Diego County Superior Court (the "Court") has approved a settlement in the above-captioned action filed by Felix De La Rosa Fuentes ("Plaintiff") on behalf of himself and all other aggrieved employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties for alleged violations of the California Labor Code on behalf of the California Labor and Workforce Development Agency ("LWDA") and other aggrieved employees under the California Private Attorneys General Act (the "PAGA"). These civil penalties are based on Plaintiff's allegations that La Jolla Beach and Tennis Club Partners, L.P. ("LJBT"): (i) failed to pay all overtime wages owed; (ii) failed to pay all minimum wages owed; (iii) failed to provide legally compliant meal periods; (iv) failed to provide accurate, itemized wage statements; and (v) failed to timely pay upon termination of employment; and as a result is liable for civil penalties under the PAGA.

The Court has **not** made a determination about the merits of Plaintiff's claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's claims.

LJBT denies Plaintiff's allegations. It maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as "Aggrieved Employees," which is defined as: "all current and former hourly, non-exempt employees of Defendant La Jolla Beach and Tennis Club Partners L.P. who worked in California at any time from December 15, 2019 through December 31, 2021."

II. INDIVIDUAL PAGA PAYMENT

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period (defined as December 15, 2019 through December 31, 2021). Your individual PAGA payment has been calculated at \$[AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties reported on an IRS Form 1099, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor LJBT has made any representations or warranties regarding the taxation of your Individual PAGA payment. Nothing within this

notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, all Aggrieved Employees including you will release LJBT and its former, present and future owners, parents, subsidiaries, and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives ("Released Parties") from any and all claims, rights, demands, liabilities and causes of action for civil penalties under Plaintiff's Cause of Action for violations of the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.* pled in the operative Complaint in the Action, or civil penalties under Plaintiff's Cause of Action for violations of the PAGA that could be brought based on the factual allegations in the operative Complaint in the Action that arose during the PAGA Period, including any related claims for attorneys' fees, costs, or interest resulting therefrom, ("PAGA Released Claims").

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement (including you) will be barred from proceeding with any of the PAGA Released Claims released by this Settlement, which means claims for civil penalties for the Labor Code and Wage Order violations alleged in this Lawsuit.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Simpluris, at [\[ADMINISTRATOR INFO\]](#) with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office under the unclaimed property laws in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 3

EXHIBIT 3

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[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 4

EXHIBIT 4

Expense Summary
Felix De La Rosa Fuentes v. La Jolla Beach & Tennis Club

EXPENSE	AMOUNT
Mediation Costs	\$10,000
Expert Fees	\$10,786
Filing, Service, and Messenger Fees	\$1,825.92
Copying Costs	\$168.75
Postage Costs	\$94.82
PAGA Approval Motion Fees (Filing, copying, postage, etc.)	\$150.00
TOTAL:	\$23,025.49

EXHIBIT 5

EXHIBIT 5

From: [DIR PAGA Unit](#)
To: [Dana Joudi](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Tuesday, February 8, 2022 9:53:39 AM

02/08/2022 09:53:13 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Scott

Your Last Name *

Lidman

Your Email Address *

djoudi@lidmanlaw.com

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

90245

Court and Hearing Information

Court *

San Diego Superior Court

Court Case Number *

37-2020-00045980-CU-

Hearing Date (if any)

3/4/22

Hearing Time

9:00 a.m.

Hearing Location

Dept. 75, at 330 W. Broad

Number of aggrieved employees *

397

Gross settlement amount *

270000

Gross penalty amount *

147974.51

Penalties to LWDA *

110980.88

Date of proposed settlement *

01/10/2022

Proposed Settlement and Other Documents

Proposed Settlement *

Choose File

2022-01-10 L...executed.pdf

Other Attachment (if any)

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**