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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 PLAINTIFF FELIX
DE LA ROSA FUENTES 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

DECLARATION OF FELIX DE LA ROSA FUENTES

I, FELIX DE LA ROSA FUENTES, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed Private Attorneys General Act (“PAGA”) settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

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

3. I was employed by LJBTC as a non-exempt employee from approximately 1979 through on or about July 22, 2020, when LJBTC permanently laid me off. During my employment with Defendant, I held the position of “Sous Chef.” While working for LJBTC, I was subject to LJBTC’s wage and hour practices.

4. I do not believe I was paid for all of my time worked. Specifically, I am informed and believe that LJBTC would unlawfully shave my work time and/or round my work time such that I would not be fully paid for all my time worked.

5. I do not believe I received all legally-compliant meal and rest breaks. Specifically, as a result of LJBTC’s work demands and my job duties, my meal breaks were either late, short, or otherwise unlawful. I was also not permitted to leave the work premises for my rest breaks. Despite, not receiving all of my legally required meal and rest breaks, I did not receive any meal and/or rest break premiums.

6. As a result of these violations, I also do not believe I received accurate and complete wage statements. Additionally, I received wage statements with vague and ambiguous codes, including without limitation, “Mr. Banquet” and “Holiday Fun.” I also do not believe I received all of my wages owed at the time of my separation of employment with LJBTC.

7. I retained Haines Law Group, APC and Lidman Law, APC to represent me in my wage claims against LJBTC.

1 8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
2 my former co-workers and current employees of LJBTC by helping them recover their unpaid
3 penalties. As the named Plaintiff I knew that I would be taking on certain risks that the other employees
4 wouldn't have to bear. I knew that there was a risk that I could be liable for LJBTC's costs if we lost
5 the case. I accepted these risks because I wanted LJBTC to compensate its former employees and to
6 fix its pay practices. Even though I understood that joining a lawsuit is a public record and could
7 stigmatize me and may affect my future employability because employers do not like to hire employees
8 who have filed lawsuits against their prior employers, I accepted that burden for the benefit of other
9 employees of LJBTC. Indeed, if I had not sought legal representation to enforce California's labor
10 laws, I do not believe my former co-workers of LJBTC and California's Labor and Workforce
11 Development Agency ("LWDA"), which I understand receives a portion of the proposed settlement,
12 would receive any of these funds. Without counsel and my assistance, I do not believe we would have
13 gotten the proposed settlement.

14 9. After the lawsuit was filed, I continued to work closely with my lawyers. I worked
15 with my lawyers to prepare for the mediation and was available that day for any questions that arose.
16 I spent time discussing the proposed settlement with my attorneys. I wanted to understand everything
17 before I signed it. I believed I represented the aggrieved employees and the LWDA to the best of my
18 ability and put the interests of the aggrieved employees ahead of my own. I estimate that I have spent
19 10 to 15 hours on this case.

20 10. I understand that my attorneys will request that the Court award me an enhancement
21 award of \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 enhancement
22 award is not contingent upon me supporting the proposed Settlement.

23 I declare under penalty of perjury under the laws of the United States and state of
24 California that the foregoing is true and correct. Executed on 2 -1, 2022 at San Diego, California.

25 
Felix De La Rosa Fuentes (Feb 1, 2022 17:39 PST)

26 Felix De La Rosa Fuentes