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Attorneys for Plaintiff
JOSE VALDIVIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JOSE VALDIVIA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

PADILLA CONSTRUCTION
COMPANY, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2024-00016674-CU-OE-CTL

[Assigned to the Hon. Loren G. Freestone, Dept. C-74]

**DECLARATION OF PLAINTIFF JOSE
VALDIVIA 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 27, 2026
Time: 10:30 a.m.
Dept.: C-64

Complaint Filed: April 9, 2024
Trial Date: None Set

1 **DECLARATION OF JOSE VALDIVIA**

2 I, JOSE VALDIVIA, declare as follows:

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

7 2. Padilla Construction Company (“Defendant”) does business by providing
8 construction services, specializing in metals, plastic composite fabrications, plastering, flooring,
9 and painting.

10 3. I was employed by Defendant as a non-exempt employee from approximately
11 1993 through approximately November 2024, with my most recent position being that of
12 Foreman. While working for Defendant, I was subject to Defendant’s wage and hour policies and
13 practices.

14 4. It is my understanding that I was not compensated for all of my hours worked.
15 Specifically, I was required to work off-the-clock. I am informed and believe that Defendant
16 rounded and/or shaved my time worked such that I was not paid all of my minimum and overtime
17 wages. Further, I am informed and believe that I was not paid the prevailing rate of per diem
18 wages for work performed on public works/government projects.

19 5. I do not believe I received all legally-compliant meal periods. My lunch break
20 often times took place after five hours of work. I was not provided a second lunch break when
21 working shifts over 10 hours. As a result, my meal breaks were often late, missed, or otherwise
22 unlawful.

23 6. I also do not believe I received all legally-compliant rest periods. I was required
24 to combine my breaks with my lunch, making my lunch break one hour.

25 7. As a result of these violations, I also do not believe I received accurate and
26 complete wage statements.

1 8. I do not believe I was reimbursed for tools I was required to purchase in order to
2 perform my job. I also do not believe I was reimbursed for using my personal cellular phone to
3 communicate with Defendant for business purposes.

4 9. I retained Lidman Law, APC and Haines Law Group, APC to represent me in my
5 Labor Code violation claims against Defendant.

6 10. At the time of filing this lawsuit, I understood that this lawsuit had the chance to
7 benefit my former co-workers and current employees of Defendant by helping them recover
8 unpaid penalties for various Labor Code violations, including failure to pay overtimes wages,
9 failure to pay minimum wages, failure to pay prevailing wages, failure to provide meal periods,
10 failure to authorize and permit rest periods, failure to provide accurate itemized wage statements,
11 failing to reimburse for necessary business expenses, failure to pay all wages at least twice a
12 month, and failure to maintain accurate records. As the named Plaintiff I knew that I would be
13 taking on certain risks that the other employees wouldn't have to bear. I knew that there was a
14 risk that I could be liable for Defendant's costs if we lost the case. I accepted these risks because
15 I wanted Defendant to compensate its former employees and to fix its pay practices. Even though
16 I understood that joining a lawsuit is a public record and could stigmatize me and may affect my
17 future employability because employers do not like to hire employees who have filed lawsuits
18 against their prior employers, I accepted that burden for the benefit of other employees of
19 Defendant. Indeed, if I had not sought legal representation to enforce California's labor laws, I
20 do not believe my former co-workers of Defendant and California's Labor and Workforce
21 Development Agency ("LWDA"), which I understand receives a portion of the proposed
22 settlement, would receive any of these funds. Without counsel and my assistance, I do not believe
23 we would have gotten the proposed settlement.

24 11. After the lawsuit was filed, I continued to work closely with my lawyers. I
25 worked with my lawyers to prepare for the mediation and was available that day for any
26 questions that arose. I spent time discussing the proposed settlement with my attorneys. I wanted
27 to understand everything before I signed it. I believed I represented the aggrieved employees
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1 and the LWDA to the best of my ability and put the interests of the aggrieved employees ahead
2 of my own. I estimate that I have spent 10-12 hours on this case.

3 12. As part of the proposed Settlement, I have agreed to release Defendant and
4 Released Parties from any and all of the PAGA Released Claims that arose during the PAGA
5 Period.

6 13. I understand that my attorneys will request that the Court award me an
7 enhancement award of \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00
8 enhancement award is not contingent upon me supporting the proposed Settlement.

9 I declare under penalty of perjury under the laws of the United States and state of
10 California that the foregoing is true and correct. Executed on March 25, 2025 at
11 Riverside, California.

Jose Valdivia
Jose Valdivia (Mar 25, 2025 12:57 PDT)

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