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Attorneys for Plaintiffs MARIE DEMARTINI, and JOSE SOTO
on behalf of themselves and all others similarly-situated

ADDITIONAL COUNSEL ON NEXT PAGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

MARIE DEMARTINI, WILLIE
AUSTIN, JR., and JOSE SOTO, on
behalf of themselves and all others
similarly-situated,

Plaintiffs,

v.

SAFELITE FULFILLMENT, INC.,
DBA SAFELITE AUTO GLASS,
a Delaware Corporation; SAFELITE
SOLUTIONS, LLC, a Delaware
Corporation; BARRETT BUSINESS
SERVICES, INC., a Maryland
Corporation; and DOES 1-50, inclusive,

Defendants.

Case No. CIV20002076

Assigned for all purposes to:
Hon. Sheila Lichtblau, Dept. H

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF JAMES R. HAWKINS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

[Filed concurrently with Notice of Motion and
Motion, Memorandum of Points and Authorities,
Declarations of James R. Hawkins, Kyle
Nordrehaug, Marie DeMartini, Willie Austin Jr.,
Jose Soto, and [Proposed] Order]

Date: [REDACTED], 2024
Time: [REDACTED]
Dept.: Courtroom H
Judge: Hon. Sheila Lichtblau

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1 I, James R. Hawkins, declare as follows:

2 1. I am an attorney admitted and licensed to practice law in the state of California. I
3 am the principal of James Hawkins APLC ("James Hawkins"). I am also counsel of record for
4 Plaintiffs Marie DeMartini and Jose Soto, ("Plaintiffs") in the matter of *Marie DeMartini, et al. v.*
5 *Safelite Fulfilment, Inc., et al.*, Marin Superior Court, Case No. CIV20002076. I am thoroughly
6 familiar with, and have personal knowledge of, the facts set forth herein, except if otherwise stated.
7 If called as a witness, I could and would competently testify to the information set forth below.

8 2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval
9 of Class Action and PAGA Settlement ("Motion for Preliminary Approval" or "Motion"), which is
10 filed concurrently herewith.

11 3. A true and correct copy of the fully executed Joint Stipulation of Class Action and
12 PAGA Settlement Agreement and Release ("Settlement Agreement") is attached hereto as **Exhibit**
13 **1** and is incorporated herein by reference.¹

14 4. A true and correct copy of the proposed Court Approved Notice of Class Action
15 Settlement ("Class Notice") is attached as **Exhibit A** to the Settlement Agreement and is
16 incorporated herein by reference.

17 5. As required by the Private Attorneys General Act of 2004 ("PAGA"), on the same
18 date this motion was filed with the Court, my office submitted an executed Settlement Agreement
19 to the California Labor and Workforce Development Agency ("LWDA"). A true and correct copy
20 of the confirmation of submission of the Settlement Agreement to the LWDA is attached hereto as
21 **Exhibit 2** and is incorporated herein by reference.

22
23 **Case Background and Procedural History**

24 6. Plaintiff Marie DeMartini ("Plaintiff DeMartini"), was a non-exempt employee
25 employed in California, by Defendant Safelite Fulfilment, Inc. ("Defendant Safelite"), from
26 approximately November 2019, through approximately September 2020. Plaintiff Willie Austin

27
28 ¹ To the extent the terms used in this declaration are defined in the Joint Stipulation of Class Action and PAGA
Settlement Agreement and Release ("Settlement Agreement"), the defined terms contained herein shall have the
same meaning as set forth in the Settlement Agreement.

1 Jr. ("Plaintiff Austin") is and has been a technician employed by Defendant Safelite in California
2 since April of 2016. Plaintiff Jose Soto ("Plaintiff Soto") is and, during the liability period, has
3 been employed in California. During the relevant time, Plaintiff Soto was staffed with Defendant
4 Safelite by Defendant Barrett Business Services, Inc. ("Defendant BBSI"). Plaintiffs were, during
5 the relevant times, non-exempt employees, paid on an hourly basis.

6 7. Defendant Safelite operates auto glass repair facilities and mobile glass repairs
7 throughout the state of California. Defendant BBSI is a staffing agency, operating in California,
8 and providing its staffing services to Defendant Safelite during the relevant times.

9 8. Plaintiffs bring this consolidated action against Defendants for violations of the
10 California Labor Code and Business and Professions Code. In addition to damages and restitution,
11 Plaintiffs seek civil penalties under PAGA. Plaintiffs contend that Defendants knowingly
12 implemented uniform policies and practices that deprived Plaintiffs and Class Members of earned
13 wages, including minimum wages; straight time wages; overtime wages; premium wages; lawful
14 meal and/or rest breaks; reimbursement for necessary expenses; and timely payment of wages.

15 9. On May 27, 2020, Plaintiff DeMartini notified the California Labor and Workforce
16 Development Agency ("LWDA") and Defendant Safelite of her intent to assert the rights granted
17 to her under PAGA. Shortly thereafter, on June 25, 2020, Plaintiff DeMartini filed a separate class
18 action, titled *DeMartini v. Safelite Fulfillment, Inc.*, Case No. 3:20-cv-05952-MMC, and served
19 Defendant Safelite on July 24, 2020. Plaintiff DeMartini asserted claims for: (1) Failure to Pay
20 Lawful Wages; (2) Failure to Provide Meal Periods; (3) Failure to Authorize or Permit Rest Periods;
21 (4) Failure to Pay Wages Upon Separation of Employment and Within the Required Time; (5)
22 Failure to Furnish Accurate Wage Statements; and (6) Violation of California Business and
23 Professions Code §§17200, et seq. On August 24, 2020, Defendant Safelite removed Plaintiff
24 DeMartini's putative class action to the District Court of the Northern District of California.
25

26 10. Subsequently, on September 18, 2020, Plaintiff DeMartini filed her representative
27 action for civil penalties under PAGA, titled *DeMartini v. Safelite Fulfillment, Inc.*, Case No.
28 CIV20002076, served to Defendant Safelite on September 28, 2020.

1 11. On October 21, 2020, Plaintiff Austin, represented by Blumenthal Nordrehaug
2 Bhowmik De Blouw LLP separately filed a class action and served Defendant Safelite on December
3 9, 2020. On January 8, 2021, Defendant Safelite also removed Plaintiff Austin’s class action to the
4 district court.

5 12. On July 2, 2021, Plaintiffs DeMartini and Austin filed a complaint with the district
6 court consolidating their respective class actions. The consolidated complaint asserted the
7 following claims: (1) Failure to Pay Lawful Wages; (2) Failure to Provide Meal Periods; (3) Failure
8 to Authorize or Permit Rest Periods; (4) Failure to Reimburse Employees for Required Expenses;
9 (5) Failure to Pay Wages Upon Separation of Employment and Within the Required Time; (6)
10 Failure to Furnish Accurate Wage Statements; and (7) Violation of California Business and
11 Professions Code §§17200, et seq.

12 13. On August 4, 2022, Plaintiff Soto gave timely notice to the LWDA and to
13 Defendants of his intent to assert the rights granted to him under PAGA. Subsequently, on August
14 5, 2022, Plaintiff Soto brought a separate class action in San Bernardino Superior Court against
15 Defendant Safelite and against Defendant Barrett Business, for the following claims: (1) Failure to
16 Pay Minimum Wages; (2) Failure to Pay Overtime Owed; (3) Failure to Provide Meal Periods; (4)
17 Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Wages During
18 Employment; (6) Failure to Pay Wages Owed Upon Separation of Employment; (7) Knowing and
19 Intentional Failure to Comply with Itemized Wage Statement Provisions; and (8) Violation of the
20 Unfair Competition Law. On October 12, 2022, Plaintiff Soto filed his representative PAGA action
21 against Defendants.
22

23 14. On October 30, 2023, Plaintiffs filed a First Amended Complaint (“FAC”) in the
24 matter of *DeMartini v. Safelite Fulfillment, Inc.*, Case No. CIV20002076, consolidating the
25 Plaintiffs DeMartini and Austin’s class action with Plaintiff DeMartini’s PAGA action, and
26 Plaintiff Soto’s PAGA Action. This FAC is the operative complaint and asserts the following
27 claims: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime; (3) Failure to Provide
28 Lawful Meal Periods; (4) Failure To Authorize and Permit Rest Periods; (5) Failure to Timely Pay

1 Wages Owed During Employment; (6) Failure to Timely Pay Wages Owed Upon Separation from
2 Employment; (7) Failure to Furnish Accurate Itemized Wage Statements; (8) Failure to Reimburse
3 Necessary Expenses; (9) Violation of the Unfair Competition Law; (10) Civil Penalties Under
4 Private Attorneys' General Act, Labor Code § 2698, et seq.

5 15. Class Counsel have entered into a written agreement dividing any attorneys' fees
6 award as follows: 75 percent to James Hawkins APLC and 25 percent to Blumenthal Nordrehaug
7 Bhowmik De Blouw LLP. Plaintiffs have given their written consent to the fee-sharing agreement.

8 **Investigation and Discovery**

9 16. My firm conducted a thorough investigation into the facts and legal claims raised
10 by this consolidated action, as well as the applicable law related thereto. Prior to filing Plaintiff
11 DeMartini's initial complaint, my firm requested her employment file and spent several hours
12 conferring with Plaintiff DeMartini and reviewing her timekeeping and payroll records. Given what
13 appeared to be a common course of conduct affecting nonexempt employees, my firm determined
14 that these claims were well suited for class adjudication.

15 17. Plaintiff DeMartini and Defendant Safelite engaged in rigorous formal discovery,
16 including the exchange of initial disclosures, written responses to interrogatories, requests for
17 admissions, and production of requested documents. Defendant Safelite initially produced
18 hundreds of pages of documents, and through meet and confer efforts, Defendant produced
19 substantial additional documentation.

20 18. Following the consolidation of Plaintiffs DeMartini and Austin's class actions,
21 Plaintiffs and Defendant Safelite conducted additional discovery. The parties then agreed to
22 mediation and engaged in informal discovery, during which time, Defendant Safelite produced
23 additional documents. Class Counsel reviewed the voluminous document production (including,
24 without limitation, personnel file documents, handbooks, wage statements, check detail reports,
25 handbooks, policies and procedures, time records, notices, status reports, offer letters, policy
26 acknowledgments, technology custody agreements, and applications), and performed a
27 comprehensive analysis of the timekeeping and payroll records. The firm also retained an expert to
28

1 perform data analysis on the records and to assist with damages calculations, and assessing
2 Defendants' potential exposure and violation rates.

3 19. Class Counsel also conducted a thorough investigation into the merits and legal basis
4 of the claims asserted in the operative complaint. This included performing legal research with
5 respect to the applicable law and the defenses raised by Defendants, as well as conducting fact-
6 finding interviews with numerous Class Members regarding their employment with Defendants in
7 order to assess the relative strengths and weaknesses of the claims asserted and to identify an
8 appropriate range of settlement figures. After analyzing the relevant documents and data, the
9 Parties determined that this case presented substantial risk for both sides, and the Parties elected to
10 mediate Plaintiffs' claims and explore the possibility of settlement.

11 20. In advance of mediation, Class Counsel prepared a comprehensive mediation brief
12 that outlined the relevant factual and legal issues, contained a detailed analysis of the timekeeping
13 and payroll records, and presented a complete breakdown of the liability exposure for Defendants
14 if Plaintiffs succeeded on each of their claims at trial.

15 **Mediation And Settlement Efforts**

16
17 21. On March 22, 2022, Plaintiffs DeMartini and Austin's class action, the Parties
18 attended a full-day private mediation with Hon. John Leo Wagner, Ret. During the mediation
19 session, the parties engaged in good-faith, non-collusive negotiations wherein the parties
20 exchanged additional information regarding Defendants' realistic exposure in this matter, discussed
21 the relative strengths and weaknesses of Plaintiffs' claims, considered the risks and delays of further
22 litigation, the current state of the law as it related to Plaintiffs' claims, and contemplated the
23 difficulty Plaintiffs may have in obtaining and maintaining class certification of each claim.

24 22. The Parties were not able to reach an agreement at mediation. Thus, the litigation
25 continued and Plaintiff Soto filed his suit. After doing so, however, the Parties, through hard-fought
26 negotiations, conducted at arm's-length between attorneys with substantial wage and hour class
27 action experience with the assistance of the Mediator, were able to reach a mutually agreeable
28 compromise based on a proposal.

1 23. The terms of this compromise were refined through continuous negotiation and are
2 now memorialized in the written Settlement Agreement.

3 **Evaluation of the Claims for Settlement Purposes**

4 24. I believe the \$3,000,000 settlement provides a real and substantial benefit to the
5 Class considering the highly disputed nature of the claims, the risk of obtaining and maintaining
6 class certification, potential appellate issues, issues of proof, and the likelihood that the Court would
7 reduce the amount of any civil penalties awarded. Class Counsel's determination of the fair value
8 of the settlement was based on a number of factors, including our investigation of the applicable
9 law as it applied to the facts discovered, as well as Defendants' potential defenses. These types of
10 large wage and hour class actions can involve significant legal uncertainties, as they can be factually
11 complex and require protracted litigation to resolve. In my experience, the amount of the proposed
12 settlement is well within line of the amounts received in other wage and hour class actions.

13 25. Throughout the course of this litigation, Defendants have consistently denied (a) all
14 of the material allegations in the complaint; (b) that they have violated any applicable laws; (c) that
15 they are liable for damages, restitution, penalties, interest, attorneys' fees, litigation costs, or for
16 any other remedy sought by Plaintiffs; and (d) that class certification and representative treatment
17 are appropriate as to the claims asserted in the complaint. Defendants contend that at all times, their
18 policies, practices, and procedures complied with California law. (See Settlement Agreement, ¶
19 11.1.) Defendants vigorously challenged certification, and with more than 2,600 Class Members
20 holding twenty-four different nonexempt positions in dozens of locations throughout the state, class
21 certification is by no means a certainty. Further, although Defendants have maintained that they
22 believe it is unlikely that Plaintiffs would succeed on the merits of their claims, Defendants
23 nonetheless agreed to resolve this action through settlement to avoid the expense, distraction, and
24 uncertainty of protracted litigation.

25 26. The Settlement Agreement reflects the parties' good faith compromise of the claims
26 raised in this action, based upon their assessment of the mutual risks and costs of further litigation.
27 (Settlement Agreement, ¶¶ 11.6, 11.12.)
28

1 27. Plaintiffs' claims for failure to pay minimum and overtime wages were premised on
2 Plaintiffs' contention that Defendants required Plaintiffs and Class Members (1) to clock-in only
3 after donning work uniforms and protective gear, including safety vest, goggles, and glove, and to
4 clock-out before taking this equipment off; (2) to wait for and submit to loss prevention inspections
5 after clocking out; (3) to engage in work-related communications with the company while off the
6 clock, using their personal cellular phones, and (4) to perform job duties after clocking out, all
7 without compensating Plaintiffs and Class members for any of this time. Defendants argued that
8 their written timekeeping and overtime policies were facially compliant and that as a matter of
9 policy and practice employees were trained and required to log all of their hours worked.
10 Defendants also argued that any purported off the clock work was an individualized issue,, and not
11 supported by any systemic or class-wide proof.

12 28. Plaintiffs' claims for failure to pay overtime wages was also premised on Plaintiffs'
13 contention that Plaintiffs and other members of the putative class were compensated at an hourly
14 rate plus incentive pay that was tied to specific elements of an employee's performance and that
15 such additional compensation should have been incorporated when calculating the regular rate of
16 pay for overtime payments. Defendants argued that all non-discretionary sums were properly
17 included in the regular rate and that even if true, which Defendants denied, such underpayments
18 were minimal, did not impact many Class Members and would not give rise to waiting time
19 penalties or penalties for wage statement violations because all conduct was undertaken in good
20 faith.

21 29. Plaintiffs' claim for meal period violations stems from Plaintiffs' contention that
22 Defendants failed to provide uninterrupted, duty-free meal periods before the fifth hour and/or a
23 second meal period for shifts in excess of 10 hours. The penalties recoverable under Labor Code
24 section 226.7 are one additional hour of pay at the regular rate of compensation for each workday
25 in which a violation occurs. Defendants argued that there was no evidence of systemic violations
26 and that as a factual matter any issue with second meal periods was necessarily limited because
27 shifts over 10 hours were relatively rare. Defendants also argued that their written meal period
28

1 policies were lawful, and that factually Class Members were provided with lawful meal periods
2 and that any violations were the product of individual decisions to forego meal periods and thus
3 could not be certified and did not give rise to liability. Defendant claimed that meal periods were
4 timely and provided in their entirety as required under statute. Defendant claimed that to the extent
5 Plaintiff or others claimed to have worked during meal periods, this was an individual issue that
6 could not be certified on a class-wide basis. Defendants also provided evidence that meal period
7 premiums were paid when meal periods were not provided.

8 30. Plaintiffs' claim for rest period violations stems from Plaintiffs' contention that
9 Defendants failed to provide an uninterrupted, duty-free rest period of at least 10 minutes for every
10 four hours worked, or major fraction thereof. As with Plaintiffs' meal period claim, the penalties
11 recoverable under Labor Code section 226.7 are one additional hour of pay at the regular rate of
12 compensation for each workday in which a violation occurs. Defendants argued that there was no
13 evidence of systemic violations. Defendants also argued that their written rest period policies were
14 lawful, and that factually Class Members were provided with lawful rest periods and that any
15 violations were the product of individual decisions to forego rest periods and thus could not be
16 certified and did not give rise to liability. Defendant claimed that rest periods were timely and
17 provided in their entirety as required under statute. Defendant claimed that to the extent Plaintiff
18 or others claimed to have worked during rest periods, this was an individual issue that could not be
19 certified on a class-wide basis.

20
21 31. Plaintiffs' waiting time penalties claim is premised on Plaintiffs' contention that
22 Defendants failed to pay all sums owed at the separation of employment, including regular,
23 minimum and overtime, as well as meal and rest premiums owed. Labor Code section 203 provides
24 penalties of the wages of an employee for up to 30 days if an employer willfully fails to pay wages
25 owed at the time of separation. Defendants argued that the Court would not award waiting time
26 penalties, as they timely paid all sums when owed at termination and that waiting time penalties
27 would not be triggered by any inadvertent underpayment as all conduct was undertaken in good
28 faith.

1 32. Plaintiffs’ wage statement claim is premised on Plaintiffs’ contention that
2 Defendants failed to record and accurately pay for all hours worked, which resulted in wage
3 statements that inaccurately reflected the total number of hours worked and wages earned in the
4 pay period. Further, Defendants’ failure to pay Class Members an additional hour of pay for each
5 workday in which the Class Member was not provided a compliant meal and/or rest period likewise
6 resulted in wage statements that inaccurately reflected the total wages earned. Defendants argued
7 that all wage statements were compliant with the requirements of Labor Code section 226 in that
8 they accurately reflected the amounts paid. Defendants also argued that all conduct was undertaken
9 in good faith and that no penalties would be awarded under the circumstances.

10 33. Plaintiffs’ claim for unreimbursed expenses under Labor Code section 2802 is
11 primarily based on Plaintiffs’ contention that they were required to incur expenses for items, such
12 as cellular phone expenses, for work purposes but were not reimbursed for the expenses they
13 incurred. Defendants claimed that any purchases that Plaintiffs or the Class Members chose to
14 make were solely made out of individual preference, not any requirement by the employer.
15 Defendants maintained that they purchased and provided all necessary equipment for the jobs to be
16 completed, and that Class Members were not required to use their cellular phones.

17 34. The maximum value of Plaintiffs’ claims, assuming complete and total success on
18 every disputed point has been calculated by Class Counsel to be approximately \$18.9 million
19 exclusive of PAGA, and approximately \$116.6 million inclusive of maximum PAGA Penalties.
20 The calculation of damages in this matter is based on extensive formal and informal discovery and
21 a thorough understanding of the strengths and weaknesses of each claim. In calculating Defendants’
22 maximum potential exposure in this matter, Class Counsel assumed that class certification would
23 be granted, that Plaintiffs would prevail on all claims at trial, and that Plaintiffs would recover the
24 full amount of damages and civil penalties sought. Thus, the maximum possible exposure was
25 premised on an inflated “everything goes right” scenario for each and every claim. This estimate
26 was based on the following figures provided prior to mediation based upon expert extrapolations:
27 2600 class members (750 former and 1850 current employees), 175,000 workweeks, 115,009 pay
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periods, and \$20.97 average hourly wage.

- a. Off-the Clock Work: 822,500 shifts with approximately 6 minutes of off-the-clock work (.1), at a rate of \$20.97 per hour = \$1,724,782.50
- b. Underpaid Overtime: \$ 21,609.65
- c. Underpaid Premiums: \$125,195.90
- d. Unpaid Meal Period Premiums: 776,440 shifts over six hours (9.1% of shifts with unique violations) x \$20.97 hourly rate = \$1,481,657.16
- e. Unpaid Rest Period Premiums: 800,293 shifts over 3.5 hours (25% of shifts with unique violations) x \$20.97 hourly rate = \$4,195,533.43
- f. Waiting Time Penalties: 750 former employees x \$174.05 average daily pay x 30 days = \$3,916,147.50.
- g. Failure to Comply with Itemized Wage Statement Provisions: 115,009 Pay Periods in Wage Statement Period at \$50 per initial violation and \$100 per subsequent violation and \$4000 maximum penalty per employee = \$6,900,000.00.
- h. Failure to Reimburse Necessary Business Expenses: \$25 average unreimbursed expenses per month, per employee x 43,750 months x .5 violation rate= \$546,875.00
- i. PAGA Penalties: Maximum PAGA penalties for each violation at \$100 per pay period is \$17.5 million. Approximately \$97.7 million total for all violations with adjustments for violation rates.

35. Given the strength of Defendants' defenses, appellate risks, issues of proof, and obstacles to certification and prevailing on the merits at trial, Class Counsel provides the following realistic liability figures to account for these risks. Class Counsel also acknowledges the potential for a reduction in any PAGA penalties awarded. Plaintiff's Counsel determined that the realistic exposure was approximately \$6.45 million as follows:

- 1 a. Off-the Clock Work: 822,500 shifts with approximately 6 minutes of off-the-clock
2 work (.1), at a rate of \$20.97 per hour = \$1,724,782.50 x .2 (risks of not obtaining
3 certification or prevailing at trial) = \$344,956.50
- 4 b. Underpaid Overtime: \$ 21,609.65 x .8 (risks of not obtaining certification or
5 prevailing at trial) = \$17,287.72
- 6 c. Underpaid Premiums: \$125,195.90 x .8 (risks of not obtaining certification or
7 prevailing at trial) = \$100,156.72
- 8 j. Unpaid Meal Period Premiums: 776,440 shifts over six hours (9.1% of shifts with
9 unique violations) x \$20.97 hourly rate = \$1,481,657.16 x .5 (risks of not obtaining
10 certification or prevailing at trial)= \$740,828.58
- 11 d. Unpaid Rest Period Premiums: 800,293 shifts over 3.5 hours (25% of shifts with
12 unique violations) x \$20.97 hourly rate = \$4,195,533.43 x .2 = \$834,072.05
- 13 e. Waiting Time Penalties: 750 former employees x \$174.05 average daily pay x 30
14 days = \$3,916,147.50 x .3 (risk of certification and trial) = \$1,174,844.25.
- 15 f. Failure to Comply with Itemized Wage Statement Provisions: 115,009 Pay Periods
16 in Wage Statement Period at \$50 per initial violation and \$100 per subsequent
17 violation and \$4000 maximum penalty per employee = \$6,900,000.00 x .2 (risk of
18 certification and trial) = \$1,380,000.
- 19 g. Failure to Reimburse Necessary Business Expenses: \$25 average unreimbursed
20 expenses per month, per employee x 43,750 months x .5 violation rate=
21 \$546,875.00 x .2 (risk of certification and trial) = \$109,375.00.
- 22 h. PAGA Penalties: \$10 per pay period x 175,0000 pay periods = \$1,750,000.
- 23 36. The negotiated settlement of \$3,000,000 is approximately 15.9% of the maximum
24 exposure (exclusive of PAGA) or 46.5% of the realistic liability (inclusive of PAGA). Accordingly,
25 I respectfully submit that this settlement is well within the ballpark of reasonableness, and that the
26 settlement is fair, reasonable, and adequate.
- 27 37. As with the other claims referenced above, Plaintiffs' maximum estimate of PAGA
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1 civil penalties was based on an “everything goes right” scenario and was vulnerable to being
2 substantially devalued. It also assumes PAGA penalties can be stacked and awarded at maximum
3 amounts – a question unsettled by California courts. Furthermore, as with the imposition of any
4 penalties under PAGA, there was a very real risk that the Court may further reduce Plaintiffs’
5 estimated amount under Labor Code § 2699(e)(2), and it was likely that, given the nature of some
6 of the claims, the Court would, in its discretion, limit the award as unjust, arbitrary, and oppressive,
7 or confiscatory. (Amaral v. Cintas Corp. No. 2 (2008) 163 Cal.App.4th 1157, 1213.) The settlement
8 of the claim for penalties under PAGA in the amount of \$60,000 is reasonable under the
9 circumstances here because the parties negotiated a good faith amount for PAGA penalties, which
10 was not the result of self-interest at the expense of Class Members. (See, e.g., Carrington v.
11 Starbucks Corp. (2018) 30 Cal.App.5th 504, 528-529 [trial court only awarded 0.21%, or \$150,000,
12 of the maximum penalty because imposing the maximum penalty would be “unjust, arbitrary, and
13 oppressive”].) It also ensures that a larger portion of the overall settlement will go to Class Members
14 while still serving the primary law enforcement objectives of PAGA.

15 38. The Settlement results in a substantial benefit to all Class Members. The average
16 payout to Class Members, assuming full participation and equal distribution, will be approximately
17 \$715 (i.e., the estimated \$1,859,000 Net Settlement Amount divided by 2,600 Class Members).
18 This recovery amount is reasonable given the claims and defenses in this litigation. If Plaintiffs
19 were to take their case to trial, Defendants likely have a number of affirmative defenses that they
20 would pursue, and if defeated at trial, on appeal. A lengthy appeal in this case would leave
21 resolution uncertain for several more years.

22 39. While the \$3,000,000 Gross Settlement Amount represents a discount on Plaintiffs’
23 estimate of Defendants’ maximum potential exposure, this reduction represents a reasonable
24 compromise considering the substantial risks that Plaintiffs and the Class faced in this action. This
25 is particularly true given the fact that Defendants have articulated formidable defenses to
26 certification and the merits of the claims, including but not limited to Defendants’ contentions that
27 its written policies were in accordance with the Labor Code, it lacked knowledge of any unlawful
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1 conduct, and Plaintiffs claims are barred by various procedural and equitable doctrines. Plaintiffs
2 and Class Counsel acknowledge in their evaluation of the Settlement, the difficulty of obtaining
3 and maintaining certification of Plaintiffs' class claims through trial. While Plaintiffs and Class
4 Counsel believe in the merits of the claims asserted, Plaintiffs and Class Counsel likewise have
5 considered the realistic likelihood of being awarded a hundred percent of the damages and penalties
6 claimed, as well as the risk that the Court may defeat certification and/or reverse a favorable ruling
7 on the merits on appeal. These risks are obviated by the proposed settlement. Additionally,
8 continued litigation would likely be extremely expensive and time consuming, reducing and
9 substantially delaying any recovery by the Class. In contrast, the proposed settlement will guarantee
10 that the Class will receive timely relief and avoid the risk of an unfavorable judgment.

11 40. Based on my extensive experience litigating wage and hour class action and PAGA
12 claims, I believe the Gross Settlement Amount is a fair and reasonable compromise based on the
13 strengths and weaknesses of the claims and defenses, the avoidance of further risk, and the
14 avoidance of the time and expense of continued litigation. I believe the information obtained and
15 exchanged between the parties was sufficient for the parties to make an informed decision about
16 the resolution of this case.

17 **Settlement Administration and Notice Procedure**

18 41. The parties agree that subject to the Court's approval, ILYM Group, Inc. will act as
19 the third-party Settlement Administrator in this matter. (Settlement Agreement, ¶ 1.2.) My office
20 has obtained a bid from ILYM Group, Inc. The bid represents ILYM Group, Inc's agreement that,
21 based on the class size and distributions under the terms of this Settlement, the cost for
22 administration of the terms of this Settlement will not exceed \$25,000.00. In addition to obtaining
23 a bid from ILYM, my office obtained bids from other reputable class action settlement
24 administrators. Of the bids received, ILYM's was the lowest, and in my experience, is reasonable
25 based on the size of the Class and the work required.

26 42. All of the awarded Administration Expenses will be paid from the Gross Settlement
27 Amount upon completion of the duties required to be performed by the Settlement Administrator
28

1 under the terms of the Settlement Agreement, or as otherwise required by the Court. (Settlement
2 Agreement, ¶¶ 1.2-1.3, 2.2.3.) Should the Court approve less than the amount requested in
3 Administration Expenses, the difference shall be included in the Net Settlement Amount.

4 43. The proposed Notice of Proposed Class Action and PAGA Settlement is accurate
5 and informative. It summarizes the lawsuit, including the contentions and denials of the parties and
6 the proceedings to date, in plain language and in an informative and coherent manner. (Ex. 1,
7 Settlement Agreement, Ex. A.) The Class Notice also fully informs Class Members of the terms
8 and conditions of the Settlement, of its effect on their rights, of their options as Class Members
9 (i.e., to object, opt out, and/or do nothing), and of the consequences of exercising those options.
10 The Class Notice also outlines the procedure and deadlines for opting out of the settlement, for
11 submitting objections to the settlement, and how to receive a Settlement Payment and PAGA
12 Payment.

13 44. The Class Notice further states the amount of the proposed Class Representative
14 Service Payment to be paid to Plaintiffs; states the amount of Class Counsel's request for attorneys'
15 fees; states the maximum amount that Class Counsel may be awarded as reimbursement for
16 litigation costs; states the maximum amount to be paid to the Settlement Administrator; states that
17 amount to be allocated to the PAGA Settlement; states the date, time, and place of the Final
18 Approval Hearing; and explains how Class Members can obtain additional information.

19 45. Furthermore, the Class Notice also makes clear that the settlement does not
20 constitute an admission of liability by Defendants, that the Court has not ruled on the merits of the
21 action, and that the final settlement approval decision has yet to be made.

22 46. The proposed notice plan, which calls for first-class mailed notice to all Class
23 Members, as well as in-depth skip tracing upon return of all undeliverable mailing, is consistent
24 with class notices approved by state and federal courts, and under the circumstances here, is the
25 best notice practicable and the method most likely to reach the greatest number of Class Members.
26

27 **Class Counsel's View of the Settlement**

28 47. While the Gross Settlement Amount represents a significant discount on the overall

1 exposure to Defendants, assuming Plaintiffs prevail on all issues pertinent to class certification,
2 liability on all claims, and proven damages as estimated, this reduction in compromise is extremely
3 reasonable considering the substantial risks Plaintiffs and the Class face on class certification,
4 liability, and damages.

5 48. Absent a settlement, the parties would likely spend considerable time, effort, and
6 money on additional discovery and depositions, including substantial meet and confer and motion
7 work, preparing Plaintiffs' motion for class certification and opposing Defendants' likely motion
8 to decertify the class – if class certification were granted, in addition to likely filing cross-motions
9 for summary judgment. Indeed, even if Plaintiffs were successful at proving all of their claims at
10 trial and recovered the full amount of damages as estimated, it is likely that Defendants would
11 appeal any judgment in Plaintiffs' favor, potentially drawing out the litigation for many more years
12 with no guarantee of recovery by Plaintiffs or the Class.

13 49. Further, in considering the adequacy and fairness of the proposed Settlement, I
14 acknowledged the cost and delay of continued proceedings necessary to prosecute the action
15 through trial and appeal and carefully considered the uncertain outcome and the risks associated
16 with any litigation, particularly complex actions such as this. I am also mindful of the inherent
17 problems of proof, and possible defenses to the claims asserted in the lawsuit. Although Plaintiffs
18 assert that Defendants are liable to all Class Members for their unpaid wages, damages, and
19 penalties, none of the claims are certain. While Plaintiffs believe that the case possesses substantial
20 merit, the litigation cannot legitimately be characterized as being one without risk or one where
21 Plaintiffs would inevitably prevail at trial.

22 50. In the absence of a settlement, Plaintiffs and the Class would not see any monetary
23 recovery for years. Granting approval of the settlement, however, would guarantee payment of the
24 Gross Settlement Amount of \$3,000,000, which would streamline the litigation process and provide
25 prompt payment to Class Members who decide to participate in the settlement. As demonstrated
26 herein, the payments to Class Members are meaningful and provide the best resolution for this case
27 considering the risks involved in continuing litigation, the delay, and the expenses the parties will
28

1 incur, and the fact that this Court has not yet addressed the class certification, liability, and damages
2 issues. Class Members will receive a pro rata portion of the Settlement, such that those who worked
3 a greater number of pay periods during the Class Period, and who presumably would have
4 experienced more Labor Code violations, will receive a larger portion of the Settlement.

5 51. Throughout this litigation, Defendants were represented by experienced counsel
6 from Vorys, Sater, Seymour and Pease LLP, who mounted a strong defense against the claims
7 asserted herein. Throughout this litigation, Defendants have denied any liability for the claims
8 alleged, contending among other things, that they followed all applicable law with respect to
9 Plaintiffs' and Class Members' employment, that Class Members were timely paid all wages owed,
10 were provided compliant meal and rest periods, and were indemnified for all necessary business
11 expenses.

12 52. In reaching the proposed Settlement, Class Counsel carefully considered the
13 strength of the case versus the amount of the proposal; the risk, expense, and complexity and likely
14 duration of further litigation and maintaining class certification through trial; the present state of
15 the law as it applies to wage-and-hour class actions and PAGA actions; and the burdens of proof
16 necessary to establish liability against Defendants.

17 53. As set forth below, Class Counsel is well qualified to evaluate the class claims and
18 viability of defenses in this action based on our combined experience in other similar cases. As
19 such, I strongly support this Settlement and believe it provides the best resolution for this action.

20
21 **The Class Representative Service Payment is Reasonable**

22 54. The Settlement Agreement provides that Plaintiffs can request, and Plaintiffs do so
23 request, a Class Representative Service Payment in the amount of \$10,000 each, which will be in
24 addition to the Settlement Payments and PAGA Payments that they are entitled to receive as Class
25 Members. We respectfully submit that this sum is a fair and reasonable allocation of the settlement
26 given the risks they took to bring their actions and the work they bore for the benefit of the Class.

27 55. Plaintiffs DeMartini and Soto initiated their respective actions by seeking legal
28 assistance from my firm. Over the course of this litigation, Plaintiffs spent a significant amount of

1 time searching for and reviewing documents, communicating with counsel, assisting with the
2 investigation and preparation of the pleadings, identifying potential witnesses, answering questions,
3 working through the discovery process, remaining abreast of developments in the litigation, helping
4 Class Counsel prepare for mediation, evaluating the settlement proposal, and assisting with the
5 preparation of the settlement documents including declarations. Over the course of more than three
6 and a half years, Plaintiff DeMartini worked closely with Class Counsel to protect the best interests
7 of the Class, as has Plaintiff Soto for the past year and a half. Their participation was an essential
8 element that allowed my firm to reach the proposed Settlement on behalf of the Class.

9 56. Plaintiffs also assumed the risk of an adverse judgment and the financial
10 responsibility of such judgment by bringing and maintaining the action. By stepping forward as
11 class representatives, they have jeopardized the availability of prospective employment because
12 their names are now associated with a lawsuit against their former employers.

13 57. Plaintiffs have also agreed to a general release from their claims, which is an
14 expansive release that was not required of any other Class Members.

15 58. I believe that the requested Class Representative Service Payment in the amount of
16 \$10,000 for Plaintiffs is fair and reasonable and is in line with awards granted in similar actions.

17 **The Requested Attorneys' Fees and Litigation Costs are Reasonable.**

18 59. Class Counsel will request an attorneys' fee award in the amount of one-third of the
19 Gross Settlement Amount (i.e., \$1,000,000) and reimbursement of actual litigation costs in an
20 amount not to exceed \$26,000.

21 60. The fee is warranted and reasonable because of the substantial work and effort
22 incurred to achieve the Settlement on behalf of the Class and the real and significant monetary relief
23 obtained. This work includes, inter alia, preparing and filing a pre-litigation letter with the LWDA;
24 preparing and filing the complaint and amended complaint; propounding extensive written
25 discovery and engaging in substantial meet and confer efforts; motion practice; conducting lengthy
26 interviews with dozens of Class Members; performing investigation, and legal and factual research;
27 engaging in extensive informal document and information exchange; preparing for and
28

1 participating in mediation; and analyzing the time and payroll records for Plaintiffs and other Class
2 Members.

3 61. The fee request at final approval will be supported by a detailed explanation of the
4 qualifications of each timekeeper, and their corresponding hourly rate, along with an explanation
5 of the amount of time worked on the various tasks performed on behalf of Plaintiffs and the Class.
6 Similarly, the costs request will be supported at the time of final approval with an explanation of
7 the amount and nature of the costs incurred.

8 62. Although case law supports fee awards as high as 50 percent on common settlement
9 funds of less than \$10 million, Class Counsel's request for attorneys' fees in the amount of
10 \$1,000,000, representing one-third of the Gross Settlement Amount, is both reasonable and fair in
11 light of the time, money, and effort invested in this case to date.

12 63. My firm has committed and continues to commit significant financial and staffing
13 resources to the representation of Class Members. This work ultimately resulted in the proposed
14 Settlement, which provides significant benefits to Class Members. Moreover, my firm undertook
15 this action on a contingency basis, thereby bearing all the costs of this very complex, risky,
16 expensive, and time-consuming litigation.

17 64. In making a fee request in a class action case, I always analyze the factors that a
18 court must consider in awarding fees. I believe that such circumstances exist here to justify the
19 requested attorneys' fees award of \$1,000,000, including: (a) the work involved in achieving an
20 excellent result for the Class and bringing the action to an efficient conclusion; and (b) the
21 associated risks to my firm in taking a matter on a contingent basis.

22 65. All costs incurred were necessary to the prosecution of this action, would normally
23 have been billed to a client paying for my firm's services on a non-contingency basis, and are
24 reasonable for a case such as this in which substantial discovery and investigation took place over
25 the more than three and a half years since the initiation of the Action. Class Counsel's request for
26 reimbursement of actual litigation expenses, which counsel anticipates will not exceed \$26,000, is
27 reasonable, and all costs were necessarily incurred in pursuit of the Settlement.
28

1 66. In my opinion, the requested fee award takes into account the excellent result and
2 the risk undertaken in bringing this case on a purely contingent basis, advancing all costs to date,
3 and deferring payment for all the time that my firm has worked on this case, with no guarantee that
4 any of the fees and costs incurred would ever be recovered.

5 67. I believe that the fees and costs requested are fair, reasonable, and necessarily
6 incurred in pursuit of the settlement. I believe that the time spent working on this case by attorneys
7 and paralegals at my firm reflect the reasonable and necessary amount of time to properly represent
8 the interests of the Class.

9 **Provisional Certification of the Class is Appropriate**

10 68. For the purposes of settlement only, Plaintiffs contend, and Defendants do not
11 dispute, that provisional certification of the Class is appropriate. (Settlement Agreement, ¶ 11.1.)

12 69. Documents and information exchanged during the litigation reflect a class size of
13 approximately 2,600 Class Members. The class definition is precise, objective, and presently
14 ascertainable, and it makes abundantly clear who is a Class Member. In addition, Class Members
15 can be identified easily by way of Defendants' personnel records, which include Class Members'
16 full names, mailing addresses, telephone numbers, and dates of employment during the applicable
17 time periods.

18 70. During discovery and the informal exchange of information, Defendants produced
19 Plaintiffs' personnel, timekeeping, and payroll records, as well as policies related to meal and rest
20 periods, compensation, expense reimbursement, job descriptions for all nonexempt positions, the
21 total number of workweeks and pay periods, average rates of pay, the names and contact
22 information for Class Members, and the timekeeping and payroll records for a 20 percent sample
23 of Class Members.

24 71. After reviewing the documents and data produced, I believe common issues of fact
25 and law predominate as to each of the claims alleged by Plaintiffs on behalf of Class Members,
26 because the legality of Defendants' policies and practices including, but not limited to, Plaintiffs'
27 allegations that Class Members were not timely paid all wages owed, were not provided compliant
28

1 meal and rest periods, and were not reimbursed for necessary business expenses, are common
2 questions applicable to all Class Members.

3 72. At all times during employment with Defendants, Plaintiffs performed the same or
4 similar duties as other Class Members and contend that they are similarly-situated with other Class
5 Members. Plaintiffs were subject to the same employee handbooks, policies, and procedures during
6 the relevant time period, which they contend were similarly applicable to all other Class Members.
7 Therefore, the claims asserted are typical of the Class they seek to represent. Moreover, the
8 common issues central to this litigation, which Plaintiffs allege on behalf of themselves and all
9 other similarly-situated persons, include all of the following:

- 10 a. Whether Defendants failed to timely pay all minimum and overtime wages owed to
11 Class Members;
- 12 b. Whether Class Members were required to work off the clock;
- 13 c. Whether Defendants paid employees for all hours worked including donning and
14 doffing;
- 15 d. Whether Defendants conducted loss prevention inspections while off the clock;
- 16 e. Whether Defendants included all non-discretionary sums when calculating Class
17 Members' regular rate of pay for purposes of paying sick leave and meal or rest period
18 premiums;
- 19 f. Whether Defendants failed to provide Class Members with compliant first meal periods;
- 20 g. Whether Defendants failed to provide Class Members with compliant second meal
21 periods;
- 22 h. Whether Defendants failed to authorize and permit Class Members to take
23 uninterrupted, off-duty rest periods;
- 24 i. Whether Defendants failed to timely pay all wages due upon separation of employment
25 or pay the applicable waiting time penalties;
- 26 j. Whether Defendants failed to properly reimburse Class Members for the expenses they
27 incurred in the discharge of their duties;
- 28

- k. Whether Defendants failed to provide accurate wage statements to Class Members;
- l. Whether Defendants failed to maintain accurate employment records; and
- m. Whether Defendants' practices constitute unfair business practices.

73. Plaintiffs have no conflicts of interest with the Class and have, along with their counsel, worked toward a positive resolution of this action, demonstrating their interest in prosecuting this action and dedication to obtaining the best possible recovery for the Class. In addition, Plaintiff' interests are co-extensive with those of the Class, and they seek relief identical to that sought by every other Class Member. Since all Class Members need to demonstrate the same elements to recover on their claims, the interests of Class Members are sufficiently aligned with those of Plaintiffs, and Plaintiffs can be expected to pursue the interests of all Class Members adequately. In addition, Plaintiffs retained counsel with extensive experience in prosecuting complex wage and hour class actions who have worked diligently to obtain the proposed Settlement for the Class. I believe that this case could not have continued without Plaintiffs' efforts and desire to obtain this positive result for the Class. There are no known conflicts between Plaintiffs, Class Counsel, and Class Members.

74. By consolidating approximately 2,600 potential individual actions into a single proceeding, this Court's use of the class action device enables it to manage this litigation in a manner that promotes a better use of the time, effort, and expense for the litigants and the judicial system. Absent class treatment, similarly-situated employees with small, but nevertheless potentially meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort, and expense required to prosecute individual actions. Accordingly, I believe class treatment is superior to other available methods for the fair and efficient adjudication of the controversy.

Class Counsel's Litigation Experience

75. In 1993, I graduated from the University of California, Los Angeles with a Bachelor of Arts Degree. Following graduation, I attended Whittier Law School. In 1996, while a full-time law student, I was also a full-time Judicial Extern for the Honorable Consuelo B. Marshall, United

1 States District Court, Central District. After approximately five months of service for Judge
2 Marshall, I became a full-time extern for the United States same year, I was admitted to practice
3 law in the State of California. Attorney's Office, Central District of California. My externship lasted
4 for approximately five months. Thereafter, in 1997, I graduated from Whittier Law School. The
5 same year, I was admitted to practice law in the State of California.

6 76. From 1997 to 2007, I was a named partner at Hawkins & Sofonio, a law firm based
7 out of Irvine, California. At Hawkins & Sofonio, I pioneered the employment department litigating
8 plaintiff related employment issues such as: Wrongful Termination, Age Discrimination,
9 Disability, Wage and Hour and Sexual Harassment claims. Through the success and experience I
10 obtained litigating employment related matters. I commenced litigating Wage and Hour Class
11 Actions in 2002. Since then, I have spent the vast majority of my practice litigating Wage and Hour
12 Class Actions.

13 77. In 2007, I incorporated my wage and hour class action practice as James Hawkins,
14 APLC. Since its inception, this law firm has been exclusively involved in class action and complex
15 litigation. In 2009, I opened an additional office in Miami, Florida, prosecuting wage and hour class
16 actions. Since 2002, I have been the lead or co-lead counsel in all of the cases listed below:

17 78. I and my firm have a great deal of experience in wage and hour class action
18 litigation. I have been certified and approved as class counsel in many other wage/hour class
19 actions, and I am currently litigating numerous others before this Court and others. Although not
20 an all-inclusive list, over the years I have prosecuted the following class action matters as lead
21 and/or co-lead counsel, all of which implicated similar law and facts to those associated with this
22 Action:

- 23
24 a. Mojica v. Compass Group, Inc., et. al., USDC Central District, Case No. 8:13-cv-
25 01754. Wage and Hour Class Action case seeking past wages for meal and rest
26 break violations for production workers in the State of California. Plaintiff's
27 Counsel preliminarily appointed as Class Counsel. Case settled. Final approval
28 granted, and funds fully disbursed.

- 1 b. Dao v. 3M Company, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-
2 04554. Wage and Hour Class Action case seeking past wages for “off the clock,”
3 overtime and meal and rest break violations for production workers in the State of
4 California. Plaintiff’s Counsel appointed as Lead Counsel. Case settled, Final
5 Approval granted, no objections and funds fully distributed.
- 6 c. Ortiz v. Kmart, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
7 Wage and Hour Class Action case seeking past wages for meal and rest period
8 violations for retail employees in the State of California. Plaintiff’s counsel
9 appointed co-lead counsel. Case settled, Final Approval granted, no objections and
10 funds fully distributed.
- 11 d. Morgan v. Aramark Campus, LLC, USDC, CENTRAL DISTRICT, Case No.
12 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal
13 and rest period violations for retail employees in the State of California. Plaintiff’s
14 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
15 objections and funds fully distributed.
- 16 e. West v Iron Mountain Information Management, Inc, et. al.; Los Angeles County
17 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
18 wages for overtime, meal, and rest break violations for driver employees in the
19 State of California. Stipulation for “binding arbitration.” Arbitration Award for
20 Plaintiff Class. Arbitration Award confirmed. Plaintiff’s counsel lead trial counsel
21 and class counsel.
- 22 f. Gonzalez v. Superior Industries International, Inc., et al., Los Angeles County
23 Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past
24 wages for overtime, meal, and rest breaks violations for production employees in
25 the State of California. Plaintiff’s counsel appointed as lead counsel. Case settled,
26 Final Approval granted, no objections and funds fully distributed.
- 27 g. Acosta v. Fleetwood Travel Trailers of California, Inc., et al., Riverside County
28

1 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
2 wages for overtime, meal, and rest break violations for production employees in
3 the State of California. Plaintiff's counsel appointed as co-lead counsel. Case
4 settled, Final Approval granted, no objections and funds fully distributed.

5 h. Walker v. Sharkeez, et al., Orange County Superior Court, Case No. 05CC00293.
6 Wage and Hour Class Action seeking past wages for unlawful deductions, meal,
7 and rest break violations for restaurant employees in the State of California.
8 Plaintiff's counsel appointed as lead counsel. Case settled. Final Approval granted
9 and funds fully distributed.

10 i. Padron v. Universal Protection Service, et al, Orange County Superior Court, Case
11 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime,
12 meal, and rest break violations for security officers in the State of California.
13 Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval
14 granted, no objections and funds fully distributed.

15 j. Martinez v. Securitas Security Services USA, et al., Santa Clara Superior Court,
16 Case No. 15-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
17 seeking past wages for meal and rest break violations for security officers
18 employed by defendant in the State of California. Plaintiff's counsel and co-
19 counsel. Case settled, Final Approval granted and funds fully distributed.

20 k. Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al., Riverside Superior Court,
21 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for
22 overtime, meal and rest break violations for housekeepers employed by defendant
23 in the State of California. Plaintiff's counsel appointed as lead counsel. Case
24 settled, Final Approval granted, no objections and funds fully distributed.

25 l. Ruiz, et al. v. Unisource Worldwide, Inc., et al., USDC, CENTRAL DISTRICT,
26 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal
27 and rest period violations for non-exempt employees employed by defendant in the
28

1 state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff
2 has petitioned the Court for Lead Counsel.

3 m. Herrador v. Culligan International Company, et al., USDC, CENTRAL
4 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past
5 wages for field and branch employees of defendant in the State of California.
6 Plaintiff's counsel appointed as lead counsel. Case settled. Final Approval granted.

7 n. Defries v. Domain Restaurants, et al., Orange County Superior Court, Case No.
8 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
9 employees of defendant in the State of California. Plaintiff's counsel appointed as
10 lead counsel. Case settled, Final Approval granted, no objections and funds fully
11 distributed.

12 o. Denton v. BLB Enterprises, Inc., et al., Orange County Superior Court, Case No.
13 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest
14 break violations for security guards employed by defendant in the State of
15 California. Plaintiff's counsel appointed as lead counsel. Case settled, Final
16 Approval granted, no objections and funds fully distributed.

17 p. Rios v. Sandberg Furniture Manufacturing Co., Inc, et al., Los Angeles Superior
18 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal
19 and rest break violations for production employees employed by defendant in the
20 State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final
21 Approval granted, no objections and funds fully distributed.

22 q. McMurray v. Dave and Busters, Inc., et al., Orange County Superior Court, Case
23 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and
24 rest break violations for restaurant employees employed by defendant in the State
25 of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final
26 Approval granted, no objections and funds fully distributed.

27 r. Osuna v. DFG Restaurants, Inc., et al., Los Angeles Superior Court, Case No. BC
28

1 330145. Wage and Hour Class Action seeking past wages of overtime for
2 misclassification of managers employed by Defendant, DBA Carl's Jrs. in the
3 State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled,
4 Final Approval granted, no objections and funds fully distributed.

5 s. Burns v. Gymboree Operations, Inc., et al., San Francisco Superior Court, Case
6 No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal
7 and rest break violations for retail employees employed by defendant in the State
8 of California. Plaintiff's counsel appointed lead counsel. Case settled, Final
9 Approval granted, no objections and funds fully distributed.

10 t. Willems v. Diedrich Coffee, Inc., et al., Orange County Superior Court, Case No.
11 07CC00015. Wage and Hour Class Action seeking past wages of overtime for
12 misclassification of managers employed by Defendant in the State of California.
13 Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted,
14 no objections and funds fully distributed.

15 u. Davila, et al. v. Beckman Coulter, Inc., et al., Orange County Superior Court, Case
16 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime,
17 meal and rest break violations for production workers employed by defendant in
18 the State of California. Plaintiff's counsel appointed lead counsel. Case settled,
19 Final Approval granted, no objections and funds fully distributed.

20 v. Perez v. Naked Juice Company of Glendora, Inc., Los Angeles Superior Court,
21 Case No. BC387088. Wage and Hour Class Action seeking past wages for
22 overtime, meal and rest period violations for production employees employed by
23 defendant in the State of California. Plaintiff counsel appointed as lead counsel.
24 Case settled. Final Approval granted, no objections and funds fully distributed.

25 w. Placencia v. Amcor Packaging Distribution, Inc., Orange County Superior Court,
26 Case No. 30-2013-00694012-CU-OE-CXC. Wage and Hour Class Action seeking
27 past wages for overtime, meal and rest period violations, and penalties on behalf of
28

- 1 non-exempt production, maintenance, shipping, and receiving employees
2 employed by Defendant in California. Plaintiff counsel appointed as lead counsel.
3 Case settled. Final Approval granted, no objections and funds fully distributed.
- 4 x. Trani v. Lisi Aerospace, et al., Los Angeles Superior Court, Case No. BC495527.
5 Wage and Hour Class Action seeking past wages for overtime, meal and rest
6 period violations, and penalties on behalf of non-exempt manufacturing employees
7 employed by Defendant in California. Plaintiff counsel appointed as lead counsel.
8 Case settled. Final Approval granted, no objections and funds fully distributed.
- 9 y. Galvan v. Goodwin Co., Orange County Superior Court, Case No. 30-2013-
10 00637062-CU-OE-CXC, Wage and Hour Class Action seeking past wages for
11 meal period violations, and non-compliant wage statements on behalf of non-
12 exempt production employees employed by Defendant in California. Plaintiff
13 counsel appointed as lead counsel. Case settled. Final Approval granted, no
14 objections and funds fully distributed.
- 15 z. Reyes v. Bristol Fiberlite, Orange County Superior Court, Case No. 30-2013-
16 00653425-CU-OE-CXC. Wage and Hour Class Action seeking past wages for
17 overtime, meal and rest period violations, inaccurate wage statements, and
18 penalties on behalf of non-exempt employees employed by Defendant in
19 California. Plaintiff counsel appointed as lead counsel. Case settled. Final
20 Approval granted, no objections and distribution of funds completed.
- 21 aa. Gutierrez v. HMT Tank, USDC Central Dist., Case No. CV14-1967-CAS(MAN).
22 Wage and Hour Class Action seeking past wages for meal and rest period
23 violations, failure to indemnify necessary expenses, inaccurate wage statements,
24 and penalties on behalf of non-exempt employees working in positions related to
25 servicing, refabricating, and repairing storage tanks employed by Defendant in
26 California. Plaintiff counsel appointed as lead counsel. Case settled. Final
27 Approval granted, no objections and funds fully distributed.
28

- 1 bb. Williams v. Il Fornaio America Corp., Sacramento County, Case No. 34-2011-
2 0009616. Wage and Hour Class Action seeking past wages for overtime, meal and
3 rest period violations, reimbursements, and penalties on behalf of non-exempt
4 restaurant employees employed by Defendant in California. Plaintiff counsel
5 appointed as lead counsel. Case settled. Final Approval granted, and funds fully
6 distributed.
- 7 cc. Aguilar v. 7-Eleven, Inc., Orange County, Case No. 30-2009-002687141-CU-OE-
8 CXC. Wage and Hour Class Action seeking past wages for overtime, meal and
9 rest period violations, and penalties on behalf of non-exempt retail clerks
10 employed by Defendant in California. Plaintiff counsel appointed as lead counsel.
11 Case settled. Final Approval granted, no objections and funds fully distributed.
- 12 dd. Madrigal v. Huntington Beach Market Broiler, Inc., Orange County, Case No. 30-
13 2012-00611260. Wage and Hour Class Action seeking past wages for overtime,
14 meal and rest period violations, reimbursements, and penalties on behalf of non-
15 exempt employees employed by Defendant in California. Plaintiff counsel
16 appointed as lead counsel. Case settled. Final Approval granted, no objections and
17 funds fully distributed.
- 18 ee. Vang v. Jazz Semiconductor, Inc., Orange County, Case no. 30-2011-00460278.
19 Wage and Hour Class Action seeking past wages for overtime, meal and rest
20 period violations, reimbursements, and penalties on behalf of non-exempt
21 production workers employed by Defendant in California. Plaintiff counsel
22 appointed as lead counsel. Case settled. Final Approval granted, no objections and
23 funds fully distributed.
- 24 ff. Cano v. Financial Statement Services, Inc., Orange County, Case No. 30-2013-
25 00653349-CU-OE-CXC.
- 26 gg. Gonzalez v. Quality Aluminum Force, LLC, Orange County, Case No. 30-2015-
27 00817941-CU-OE-CXC.
28

1 hh. Smith v. Space Exploration Technologies Corp., Los Angeles County Case No.
2 BC554258.

3 ii. Madrigal v. Balda C Brewer, Inc., Orange County Case No. 30-2015-00820218-
4 CU-OE-CXC.

5 jj. Mendez v. Liberty Glass Fabricators, Inc., Riverside County Case No. RIC
6 1800119.

7 kk. Attia v. Neiman Marcus Group, Inc., United States District Court for the Central
8 District of California Case No. 8:16-cv-001504-DOC-FFM

9 ll. Viguera v. Red Robin, United States District Court for the Central District of
10 California Case No. 8:17-cv-1422-JVS-DFM.

11 mm. Payne v. Marriott Ownership Resorts, Inc., San Diego County Case No. 37-2018-
12 00015175-CU-OE-CTL.

13
14 79. In sum, my firm has been the lead or co-lead counsel in hundreds of cases since its
15 inception. We have recovered hundreds of millions of dollars for employees in the State of
16 California and millions for the State as well through PAGA.

17 80. Our firm has served as class counsel in a number of significant wage and hour
18 settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest wage
19 and hour class action settlement in California history at \$130,000,000. During this case, plaintiffs
20 appealed a decertification order. This case involved several appeals. The appellate record amassed
21 an extensive appellate record comprising a 23-volume joint appendix, a three-volume reporters'
22 transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to augment the
23 record, and several additional letters informing the appellate court of new legal authority issued
24 after Dukes. The matter was argued to and submitted by the Court of Appeal on September 15,
25 2016, and on November 21, 2016, the decertification order was reversed, and the case was
26 remanded for further proceedings. (Lubin v. The Wackenhut Corporation ("Lubin"), 5 Cal. App.
27 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision to the
28 California Supreme Court. The Supreme Court denied Wackenhut's petition for review of Lubin.

1 The Court of Appeal issued remittitur on April 10, 2017. Eventually through more litigation, the
2 parties were able to secure the \$130 million settlement that was approved on October 21, 2019, by
3 Judge Highberger in the Los Angeles Superior Court.

4 81. Additionally, in early 2020, our firm served as lead counsel in a class action jury
5 trial in the Central District of California involving the class and PAGA representative claims of
6 over 23,000 employees which successfully resolved in the midst of trial for \$8,500,000.

7 82. Our firm has settled many high-stakes class and representative actions. Hawkins'
8 settlements have directly compensated hundreds of thousands of California workers and
9 consumers. Hawkins' actions have also forced employers to modify their policies for the benefit of
10 employees including changing the compensation structure for certain employees and changing
11 practices to ensure that workers will be able to take timely rest and meal breaks. A leader in
12 prosecuting class and PAGA enforcement actions, Hawkins has secured millions of dollars for
13 workers and in civil penalties for the State of California.

14 83. Based on our experience, demonstrated competence, resources to prosecute the
15 claims at issue and reputation among our colleagues in the both the defense and plaintiffs' bar, I
16 respectfully submit our firm's experience in the field of wage and hour cases provides us the ability
17 to prosecute claims swiftly and often times without the need for protracted litigation as here.
18 Although, as demonstrated in the Wackenhut cases, we do not give up fighting for class members
19 when challenged and necessary. As such, we respectfully submit that we are adequate Class
20 Counsel.

21 84. It is my opinion that this Settlement is fair, reasonable, and adequate, and in the best
22 interest of the Settlement Class. The Settlement is a good result by any measure, particularly so
23 considering Defendants' formidable arguments against liability and damages. In light of these
24 issues, and the fact that the Settlement was the product of protracted, contentious, and arm's-length
25 negotiations between highly experienced counsel with the assistance of a well-respected neutral
26 third-party mediator, I believe that the Settlement should be preliminarily approved.
27
28

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed this 8th day of May, 2024, in Irvine, California.

3
4 
James R. Hawkins