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13 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15 ALBERT THOMPCKINS and NATALIE
KATIE BERNICE JOHNSON,
16 Individually and on behalf of the general
public as private attorney general,

17 **Plaintiffs,**

18
19 v.

20 HOST INTERNATIONAL INC., dba
21 HMS HOST, a Delaware Corporation;
and DOES 1-50, inclusive,

22 **Defendants.**
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Case No. 21STCV20440

Hon. Nicholas F. Daum
Dept. 47 (Stanley Mosk)

**DECLARATION OF JAMES HAWKINS IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 12, 2026
Time: 9:00 a.m.
Dept.: 47

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DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff Albert Thompkins who alongside Plaintiff Natalie Katie Bernice Johnson (hereinafter referred to as “Plaintiffs” or “Class Representatives”), commenced this class and PAGA action on behalf of the Class Members and Aggrieved Employees. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

RELEVANT PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Thompkins Action

2. On September 9, 2021, Plaintiff Thompkins filed a putative class action against Host in the Superior Court for the State of California, County of Los Angeles, which Host removed to the United States District Court for the Central District of California, Case No. 2:22-cv-00227-SVW (JCx) (the “Federal Court Action”). The class complaint alleged the following Labor Code violations: (a) failure to pay wages including overtime, (b) failure to provide meal periods and failure to pay an additional hour of pay or accurately pay an additional hour of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour of pay or accurately pay an additional hour of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant’s employ, (e) failing to provide accurate itemized wage statements, and (f) unfair competition (“UCL”). Plaintiff Thompkins is also seeking civil penalties pursuant to PAGA for the above Labor Code Violations.

3. On March 25, 2021, Plaintiff Thompkins delivered his PAGA notice to the LWDA. On June 1, 2021, Plaintiff Thompkins filed his PAGA Action alleging PAGA penalties premised on the same California labor code violations as alleged in the class complaint. On or about March 22, 2022, the Parties in the *Thompkins* action entered into a tolling agreement regarding the class

claims and filed a dismissal without prejudice of the Federal Court Action, pursuant to Federal Rules of Civil Procedure Rule 41.

4. On or about September 23, 2024, the Parties resolved this action. Pursuant to the terms of the agreement, Plaintiff Thompkins shall file an amended complaint adding the tolled class claims. The First Amended Complaint shall allege class and PAGA claims for (a) failure to pay wages including overtime, (b) failure to provide meal periods and failure to pay an additional hour of pay or accurately pay an additional hour of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour of pay or accurately pay an additional hour of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant's employ, (e) failing to provide accurate itemized wage statements, and (f) unfair competition ("UCL"). Plaintiff Thompkins is also seeking civil penalties pursuant to PAGA for the above Labor Code Violations. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Thompkins gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

Johnson Action

5. On September 15, 2023, Plaintiff Johnson submitted to the LWDA and served on Defendant a notice stating she intended to serve as a proxy of the LWDA on behalf of other employees for alleged violations of the labor code ("Johnson PAGA Notice"). On September 18, 2023 Plaintiff Johnson filed a class action complaint in Sacramento Superior Court against Defendants for various violations of the labor code. Separately, on December 8, 2023, Plaintiff Johnson filed a representative complaint for the alleged violations of the labor code set forth in the Johnson PAGA Notice.

Consolidation of Thompkins and Johnson

6. As part of the terms of the Settlement, the Parties in *Thompkins* and *Johnson* agreed to consolidate the matters under *Thompkins*. On June 6, 2025 the Parties submitted a Joint Stipulation For Leave to File First Amended Complaint which sought *inter alia* to add Plaintiff Johnson as a named Plaintiff, to consolidate the *Johnson* claims with this matter, and to assert class claims. The Court subsequently granted the Parties' stipulation and on July 23, 2025 the First

1 Amended Complaint was filed.

2 Mediation

3 7. On October 12, 2023, the Parties participated in an all-day mediation presided over
4 by Hon. Amy Hogue, Ret., and again on March 28, 2024, but were unable to reach a resolution.
5 After the two mediation sessions, with the help of the mediator, the Parties engaged in further
6 settlement discussions. Ultimately, this led to this Agreement to settle the Actions.

7 Preliminary Approval

8 8. On July 30, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class and
9 PAGA Action Settlement. On or about October 3, 2025, the Court granted Preliminary Approval
10 of the Settlement.

11 INVESTIGATION

12 9. Plaintiffs' Counsel conducted a thorough investigation into the factual and legal
13 issues implicated by Plaintiffs' claims and were able to objectively assess the settlement's
14 reasonableness. For example, prior to filing the action, Plaintiffs contacted Plaintiffs' Counsel to
15 discuss the factual bases for pursuing their actions against Defendant for Labor Code violations.
16 Plaintiffs were intimately familiar with Defendant's labor policies and practices, and over the
17 course of multiple interviews, knowledgeably summarized those policies and practices to
18 Plaintiffs' Counsel. During those conversations, Plaintiffs' Counsel explained how the policies
19 and practices were instituted and provided valuable insight into how they gave rise to the alleged
20 Labor Code violations. Based on these interviews with Plaintiff, Plaintiffs' Counsel determined
21 that there were legally sufficient grounds for pursuing the Actions against Defendant. And in
22 preparation for drafting the complaints, Plaintiffs' Counsel conducted their own independent
23 preliminary investigations into the factual bases for Plaintiffs' claims, which entailed, *inter alia*, a
24 careful examination of Plaintiffs' personnel files and associated records.

25 10. Plaintiffs' Counsel received a considerable amount of documents and data,
26 including employee demographic data, time and pay records for the entire class, sample waivers,
27 sample arb agreements, Defendant's policies and procedures manuals which covered a broad
28 range of topics including, *inter alia*, employee clock-in policies and procedures, attendance

1 policies, meal periods/rest periods, overtime & premium pay, etc. The document and data
2 exchanges allowed Plaintiffs' Counsel to fully assess the nature and magnitude of the claims being
3 settled, as well as the impediments to recovery, and ultimately enabled Plaintiff's Counsel to make
4 an independent assessment of the reasonableness of the settlement's terms.

5 11. In summary, Plaintiffs' Counsel performed a thorough investigation into the claims
6 at issue, which included: (1) determining Plaintiffs' suitability as private attorneys general and
7 class representatives through interviews, background investigations, and analyses of their
8 employment files and related records; (2) evaluating all of Plaintiffs' potential representative
9 claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of
10 the positions, and the type of employer; (4) propounding formal written discovery, (5) analyzing
11 employees' time and wage records; (6) reviewing Defendant's employment policies and practices;
12 (7) researching settlements in similar cases; (8) evaluating Plaintiffs' claims and estimating
13 Defendant's liability for purposes of settlement; (9) drafting the mediation brief; and (10)
14 participating in the mediation.

15 12. By engaging in such a thorough investigation and evaluation of Plaintiffs' claims,
16 Plaintiffs' Counsel can opine that the Settlement, for the consideration and on the terms set forth
17 in the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class
18 Members in light of all known facts and circumstances, including the risk of significant delay and
19 uncertainty associated with litigation, and various defenses asserted by Defendant.

20 13. Defendant denies any wrongdoing and denies liability with respect to the matters
21 alleged in the Complaint and believe that they have valid defenses to all of Plaintiffs' claims.
22 Defendant further contends that it complied with all wage and hour laws applicable to the
23 employment of Plaintiffs and other Class Members. To date, no class has been certified and no
24 court has made any findings that Defendant engaged in any wrongdoing or in any wrongful
25 conduct, or otherwise acted improperly or in violation of any law, rule or regulation with respect
26 to any of the issues presented in this action. Defendant contends it implemented written policies
27 and maintained practices that complied with the requirements of the California Labor Code and
28 applicable California Wage Orders. Defendant contends all minimum wages, overtime wages, and

1 double time wages were paid in compliance with California law and applicable California Wage
2 Orders. In addition, Defendant argues that an individualized investigation into the circumstances
3 surrounding failure to pay wages is warranted because such claims can only be decided on a case-
4 by-case basis, common issues do not predominate and class certification is neither superior nor
5 proper. Defendant contends that Plaintiff and Class Members were not subject to any bonuses or
6 other remuneration requiring recalculation of the regular rate for overtime. Lastly, Defendant
7 asserts it maintained a policy of no off the clock work, and the facts and circumstances regarding
8 off the clock were not supported in this case.

9 14. Since the filing of the complaint, the Parties have exchanged extensive informal
10 discovery and engaged in numerous discussions regarding the factual and legal issues surrounding
11 this case. Throughout the litigation, Defendant produced thousands of pages of information and
12 thousands of lines of data, including policies, handbooks, payroll and time records for
13 approximately 3,500 class members. Defendant also provided Plaintiffs' personnel file, records
14 regarding documents identifying the non-exempt positions and information regarding the number
15 of employees holding these positions during the relevant time period. Defendant also provided
16 substantial information concerning the total number of potential class members, the payroll data at
17 issue, and the applicable hourly rates, workweeks and pay periods, and other summary data related
18 to the alleged class. The Parties have conducted themselves in informed, good faith arms-length
19 negotiations after conducting discovery and exchanging extensive evidence and information about
20 the claims and defenses of this lawsuit through informal discovery, and engaging in pre-mediation
21 discussions, telephone conferences, and correspondence all aimed at settling their dispute

22 15. In preparation for the mediations, Plaintiffs reviewed the entire discovery produced.
23 The information had to be extrapolated and processed to figure out the amount of compensation
24 Plaintiff contends are due to the Class. The evidence and information gathered and reviewed by
25 counsel provided a factual framework for a comprehensible and reliable damage model pertaining
26 to all Settlement Class Members. The mediation included discussions and examination of the
27 proposed Class and the Parties' respective positions on the legal and factual issues raised in the
28 Complaint.

1 16. As a result of the mediation, the Parties agreed to settle this matter for a Gross
2 Settlement Amount (“GSA”) of \$975,000.00. The settlement class is defined as “All current and
3 former non-exempt employees employed by Host in California at any of the Airports¹ during the
4 time period of January 30, 2019 through May 1, 2025. Defendant represents there are
5 approximately 4,250 individuals in the Class Period.”

6 17. Plaintiff’s counsel balanced the terms of the proposed Settlement against the risk of
7 litigation and probable outcome at the class certification stage, and if any Class were certified, at
8 trial. Based on their own respective independent investigations and evaluations, and after taking
9 into account the sharply disputed factual and legal issues involved in this matter, the risks
10 attending further prosecution of the case, and the monetary benefits received under the Settlement
11 despite the questionable nature of the claims, Plaintiff’s counsel is of the opinion that Settlement
12 for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and
13 adequate and is in the best interests of Plaintiff and the Class. Counsel for the Parties investigated
14 the applicable law as applied to the facts discovered regarding the claims of Plaintiff, Defendants’
15 defenses thereto and the damages claimed by Plaintiff on behalf of the Settlement Class.

16 18. I believe that the consideration and terms set forth in the Settlement Agreement are
17 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
18 known facts and circumstances, including the various defenses asserted by Defendant, and
19 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
20 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
21 litigation, the lengthy process of establishing specific damages and various possible delays and
22 appeals, were also carefully considered in agreeing to the proposed Settlement.

23 **TERMS OF SETTLEMENT**

24 19. The \$975,000.00 GSA includes, without limitation, (1) automatic payments from
25 the Net Settlement Amount to all Class Members who do not opt out; (2) attorneys’ fees in the
26

27 ¹ “Airports” means Fresno Yosemite International Airport, John Wayne International Airport, Oakland International
28 International Airport, Palm Springs Airport, Sacramento International Airport, San Diego International Airport, San Francisco
International Airport and/or San Jose International Airport. (Settlement Agreement ¶ 1.5).

1 amount of up to \$325,000.00 and reimbursement of actual litigation costs and expenses in the
2 amount of 37,118.14 to Class Counsel. (“Attorneys’ Fees and Costs” or “Class Counsel Award”);
3 (3) Service Award to Plaintiffs in the amount of up to \$10,000.00 each totaling \$20,000.00
4 (“Service Payment”); (4) fees and expenses of administration of the Settlement to the Settlement
5 Administrator in an amount of \$30,000.00 (“Settlement Administration Costs”); (5) the twenty-
6 five percent (25%) share of the PAGA Penalties to be a part of the Net Settlement Sum that will
7 be distributed to Class Members in the PAGA Group in the amount of \$25,000.00; and (6) the
8 seventy-five percent (75%) share of PAGA Penalties (“LWDA Payment”) in the amount of
9 \$75,000.00 to the California Labor and Workforce Development Agency (“LWDA”). This is a
10 non-reversion settlement. After deductions, the Net Settlement Amount (“NSA”) is estimated to
11 be approximately \$511,889.26.

12 20. On December 8 2025, Apex informed Counsel for Defendant that the Escalator
13 Clause had been triggered. Pursuant to the terms of the Settlement Agreement, Defendant was
14 provided with the option to either increase the Net Settlement Amount or shorten the Class Period
15 to maintain the total number of Workweeks. Defendant elected to increase the Net Settlement
16 Amount by \$49,007.40

17 21. I believe that the consideration and terms set forth in the Settlement Agreement are
18 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
19 known facts and circumstances, including the various defenses asserted by Defendant, and
20 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
21 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
22 litigation, the lengthy process of establishing specific damages and various possible delays and
23 appeals, were also carefully considered in agreeing to the proposed Settlement.

24 **ANALYSIS OF RISK AND FAIRNESS OF SETTLEMENT**

25 22. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiffs
26 involved both in not prevailing on one or more of the causes of action or theories alleged in the
27 operative Complaint and in non-certification, and if successful, Defendant disputes of the ability
28 of Plaintiffs to certify a class in this case. Defendant also argued it maintained lawful written

1 policies that were provided to the class members. Yet, despite the defenses proffered by
2 Defendant, the proposed Settlement commits Defendant to pay each Class Member a portion of
3 the NSA. The amount to be paid to the Class is fair, adequate and reasonable given the significant
4 risk to Plaintiff and the Class in continuing with the litigation and not prevailing on their claims at
5 class certification or at trial or not being paid anything even if trial was successful.

6 23. The Parties investigated relevant law as applied to the facts of the case, potential
7 defenses, and damages claimed by Plaintiffs on behalf of himself and the Class. Discovery
8 largely focused on Plaintiffs' allegations that Class Members were not paid all wages owed,
9 including overtime and minimum wages, were not provided meal periods, were not provided rest
10 periods, received improper wage statements, were not reimbursed all necessary expenses, and
11 were not paid all owed and due wages during employment and upon separation of employment.
12 Information and data exchanges included significant sampling of Class Members' dates of
13 employment, hourly rates time records, and payroll records, and collective bargaining
14 agreements. The parties conducted their own evaluations of the potential recoveries based on the
15 claims alleged in the Action and the defenses at play.

16 24. Defendant generally denies all claims alleged in the action and further denies class
17 or representative treatment is appropriate for any purpose other than this settlement. Defendant
18 positioned that if litigation continued, MSJ would be granted in Defendant's favor, and/or class
19 certification would not be granted, or if it were, that it would be reversed, and would not result in
20 any liability on the merits in any event. Defendant contended Plaintiffs are not adequate class
21 representatives, their claims are not typical of the Class, and individual issues predominate over
22 common ones. Defendant argued similarly for the PAGA claims. However, Defendant concluded
23 further litigation would be protracted and expensive. Thus, Defendant determined it is desirable to
24 settle the Action in the manner and upon the terms and conditions of the settlement agreement.

25 25. Although Plaintiffs' Counsel believes the claims are strong, Plaintiffs' Counsel
26 also recognize that if the litigation had continued, they may well have encountered significant
27 legal and factual hurdles that could have prevented the Class and PAGA Members from obtaining
28 any recovery. To be sure, a number of cases have found wage and hours actions to be especially

1 amenable to class resolution. However, some courts have gone the other way, finding that some of
2 the very claims at issue here-especially meal period and rest period and off the clock work
3 violations-were not suitable for class adjudication or PAGA management, because they raised too
4 many individualized issues. *See Duran v. US. Bank National Association*, 59 Cal. 4th 1 , 31 (2014)
5 (reversing a verdict from a class trial); *Ali v. US.A. Cab Ltd.*, 1 76 Cal. App. 4th 1333, 1341 (2009)
6 (affirming denial of certification because employees' declarations attesting to having taken meal
7 and rest periods demonstrated that individualized inquiries were required to show harm);
8 *Campbell v. Best Buy Stores, L.P.* , 2013 U.S. Dist. LEXIS 137792, at *30- 41 (C.D. Cal. Sept. 20,
9 2013) (following *Brinker* and denying certification of proposed off-the-clock and rest and meal
10 break classes due to lack of uniform policy); *Jimenez v. Allstate Ins. Co.*, 2012 U.S. Dist. LEXIS
11 65328 (C.D. Cal. Apr. 18, 2012) (denying motion to certify meal and rest period classes based on
12 employer's practice of understaffing and overworking employees); *Gonzalez v. Officemax NA.*,
13 2012 U.S. Dist. LEXIS 163853 (C.D. Cal. Nov. 5, 2012) (same); *Brown v. Fed. Express Corp.*,
14 249 F.R.D.580, 587-88 (C.D. Cal. 2008) (denying certification of driver meal and rest period
15 claims based on the predominance of individual issues); *Kenny v. Supercuts, Inc.*, 252 F.R.D. 64 I,
16 645 (N.D. Cal. 2008) (denying certification on meal periods claim); *Blackwell v. Skywest Airlines,*
17 *Inc.* , 245 F.R.D. 453, 467- 68 (S.D. Cal. 2007) (declining to certify class action because
18 individual issues predominated when different employee stations provided different practices with
19 respect to meal periods).

20 26. Some courts have denied certification even when an employer's policies are
21 unlawful on their face. For instance, in *Ordonez v. Radio Shack, Inc.*, 20 1 3 U.S. Dist. LEXIS
22 7868, *35-4 1 (C.D. Cal. Jan. 17, 201 3), the court denied certification even though the plaintiff
23 submitted evidence of a facially unlawful policy regarding rest breaks. The *Ordonez* court
24 concluded that the predominance and superiority elements were not met based on the employer's
25 presentation of anecdotal evidence of lawful compliance notwithstanding the unlawful policy. *Id.*
26 at *38-40. And it should be underscored that that claims which are amendable to certification can
27 be disposed of by motion for summary judgment. *See Loudv. Eden Med. Ctr.*, 2013 U.S. Dist.
28 LEXIS 122873, **36-53 (N.D. Cal. Aug. 28, 2013) (granting summary judgment on wage

1 statement claim because plaintiff could not show injury due to defects and that incorrect wage
2 information is not willful).

3 27. As the above examples illustrate, the prospect of certifying a wage and hour action
4 is always uncertain, and the risk of being denied class certification militates in favor of settlement.
5 A denial of class certification effectively forecloses continued litigation, as neither the individual
6 nor his or her attorney will have any incentive to proceed with an individual case when such small
7 claims are at stake. *See In re Baycol Cases I & II*, 51 Cal. 4th 751, 758 (2011) (explaining that a
8 dismissal of class claims is effectively the "death knell" of the case, despite survival of individual
9 claims). In other words, for cases where individual damages are relatively small, denial of class
10 certification results in a near-complete loss for Plaintiffs as well as no recovery for the employees,
11 who are shut out of the action. Thus, if the putative Class is not been certified, the value of
12 Plaintiffs' case would be reduced to a fraction of the value of this Settlement; indeed, Defendant
13 would likely have offered no money to settle the class-wide claims if certification had been denied or
14 MSJ is been granted in Defendant's favor.

15 28. The PAGA penalties were also uncertain. A number of courts have found that the
16 "subsequent" penalty under PAGA applies only after a court or the Labor Commissioner determines that
17 the employer has violated the Labor Code. *See Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSCKX,
18 2019 WL 2436998, at *5 (C.D. Cal. June 10, 2019) ("employers are not subject to heightened penalties . . .
19 until a court or commissioner notifies the employer that it is in violation of the Labor Code . . . [Plaintiff]
20 has not offered evidence that the Labor Commission or a court has notified them of PAGA violations [thus]
21 PAGA's heightened penalty of \$200 for subsequent violations will not be calculated to determine the
22 amount in controversy"); *Steenhuysen v. UBS Fin. Servs., Inc.*, 317 F. Supp. 3d 1062, 1067 (N.D. Cal. 2018)
23 (same); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014 WL
24 4961182 (C.D. Cal., October 2, 2014) ("Under the Labor Code, if an employer does not have notice that
25 they are committing a violation, they are not subject to the heightened penalties."); *Trang v. Turbine*
26 *Engine Components Technologies Corp.*, No. CV 12-07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal.
27 Dec. 19, 2012) ("courts have held that employers are not subject to heightened penalties for subsequent
28 violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor

Code”), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008).

29. It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil penalties “based on the facts and circumstances of a particular case” when “to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code ¶ 2699(h). In reducing PAGA penalties, courts have considered issues including whether the employees suffered actual injury from the violations, whether the defendant was aware of the violations, and the employer’s willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); *see also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011). With the 2024 PAGA Amendments, penalties could be reduced if certain circumstances under Labor Code 2699 (f).

30. For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—**or 0.21% of the maximum**—and stated that this reduction was warranted because imposing the maximum penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’s “good faith attempts” to comply with meal period obligations and because the court found the violations were minimal. *Carrington*, 30 Cal. App. 5th at 517. The Court of Appeal affirmed the lower court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529.

31. Likewise, in *Covidien*, the Court reduced the potential penalties by over 82%, awarding \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction under specified PAGA claim where the employer produced evidence that it took its obligations seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May 12, 2011) (reversing trial court decision denying any civil penalties where violations had been proven, remanding for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15, 2012) (denying PAGA penalties for violation of California Labor Code section 226 as redundant with recovery on a class basis pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-

00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

32. Finally, early resolutions save time and money that would otherwise go to litigation. Parties' resources, as well as the Court's, will be further taxed by continued litigation. And if this action had settled following additional litigation, the settlement amount would likely have taken into account the additional costs incurred, and there may have been less available for Class Members. Cost savings is one reason why California policy strongly favors early settlement. *See Nemy v. Regents of University of California*, 3 Cal. 4th 273, 277 (1992) (explaining the high value placed on settlements and observing that "[s]ettlement is perhaps most efficient the earlier the settlement comes in the litigation continuum."). This concern also supports settlement.

33. Further, beyond the risk of an adverse ruling on the merits, Class Counsel considered the fact that continued litigation would likely take years and would be extremely expensive given the breadth and complexity of the claims. In this case, post-trial and appellate proceedings are likely to occur, which will surely drag the case far into the future even with a positive trial result. When facing a distant and unsure resolution of the allegations in this action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly litigation in favor of more immediate benefits to the Class was a consideration favoring settlement. Given these realities, it is highly likely that the future expense of this litigation, and its likely duration if the settlement is not approved, would be significant and weigh heavily in favor of approval of this settlement.

DAMAGE ANALYSIS

34. The Gross Settlement Amount is well within the acceptable range of reasonableness for the claims of the Settlement Class. My office created multiple liability models using various combinations of assumptions for penalties and damages related to the different claims at issue. The models represent the range of total liabilities possible prior to any judicial reduction, and do not include attorney fees. After analysis and review of Defendant's time and pay record production and other payroll data, Class counsel estimates the overall value of the damages at approximately \$22,642,495; but accounting for a 50% risk reduction totaling

1 approximately \$11,321,247 and the PAGA penalties could potentially be in excess of \$6,354,000
2 should Plaintiffs prevail at the class certification stage, survive any appeals and win on all claims
3 and be awarded damages and penalties for each pay period and workweek for call class members
4 and aggrieved employees and certain assumptions and extrapolations were confirmed with further
5 discovery. Indeed, Defendant's policies could potentially support Defendant's good faith and lack
6 of willfulness arguments, where for example LC 203, LC 226 and LC 2698, et. seq. claims could
7 be reduced to zero, which accounts for approximately 70% of the overall figures and damages
8 disused herein.

9 Overtime and Unpaid Wages

10 35. Based on the average rate of pay at \$16.96 and expert analysis of the time records
11 for unpaid time and unpaid overtime was valued at approximately \$2,781,098. This amount was
12 calculated by reviewing the actual time punch data sample and comparing that data with the pay
13 data to calculate off the clock and overtime worked that was not paid at the legally required
14 overtime rate of pay, and extrapolating that amount to the rest of the data. This claim is highly
15 contested by Defendant and its counsel, and maintain Defendant's pay practices are Labor Code
16 compliant.

17 Meal and Rest Breaks

18 36. Plaintiffs' theory is that due to high pressure work demands and production
19 demands, Plaintiffs and the putative class members were deprived of their meal and rest breaks.
20 Expert analysis of the available the time data found that there was approximately 23.9% unique
21 meal break violations. Based on actual time punch data analyses of the data sample, Plaintiffs'
22 expert then extrapolated that amount to the rest of the class, and meal period exposure was
23 calculated at \$1,190,761. Theoretical rest break exposure was estimated at \$1,206,265, by
24 assuming 10% violation rates for each rest break eligible shift of 3.5 hours or longer.

25 Waiting Time and Wage Statement Penalties

26 37. Plaintiffs' consultant estimated approximately \$10,116,021 in waiting time
27 penalties. This amount was calculated by multiplying the number of terminated employees by the
28 average hourly rate of pay, by the maximum 30 day penalty. Defendant also potentially owes to

1 class members \$7,348,350 in wage statement penalties. Defendant contends Plaintiffs could not
2 successfully argue that derivative waiting time penalties were owed. Further, Plaintiffs would still
3 face a difficult, if not impossible, hurdle to overcome the willfulness threshold required by Labor
4 Code section 203. Plaintiffs evaluated and considered the former Class Members who have
5 separated from Defendant's employ during the Class Period. Plaintiffs applied the three-year
6 statute of limitations and argued that the employer's underlying violation was willful. Defendant
7 disagreed with this analysis, with respect to the "willfulness" prong and argued that Plaintiffs
8 could not show willfulness. The considerable risk that Defendant could defeat certification and
9 prevail on its defenses defeating any and all recovery to the class warranted a compromise of the
10 class claims. Similarly, Defendant contend that they have complied with all such requirements
11 with respect to payroll records and wage statements at all times. Further, Plaintiffs would still
12 face a difficult, if not impossible, hurdle to overcome the willfulness threshold required by Labor
13 Code section 226. Defendant contends its practices have been in compliance with applicable law
14 as set forth above, and that Plaintiff has no basis for asserting a claim under the UCL.

15 PAGA Penalties

16 38. Defendant also potentially owes to class members \$6,354,000 in PAGA penalties
17 when factoring a reasonable possible penalty of \$100 per pay period, which in this instance is
18 \$100 X 63,540 pay periods. Plaintiffs, however, recognize that this total does not take into
19 account any potential discount by the Court and do not take into account *Donahue, Domingo*, and
20 Defendant's evidence of its punch system. As discussed above, a Court may award lesser
21 amounts than the maximum civil penalty based on the facts and circumstances of the matter.
22 Defendant asserts that there are no underlying Labor Code violations and no basis for the award of
23 any penalties under PAGA. For example, Defendant contends that when punch guarding and
24 premiums are taken into account, Defendant has fully complied with California's meal and rest
25 break requirements. Defendant also contends that, even if penalties were awarded for any
26 purported Labor Code violation, penalties under PAGA cannot be stacked: at most, just one
27 PAGA penalty can be awarded to an aggrieved employee in any one pay period. *See* Labor Code
28 section 2699(f)(2) (authorizing awardable PAGA penalties to be measure by "each aggrieved

employee per pay period”); *Smith v. Lux Retail North America, Inc.*, No. C 13-01579 WHA, 2013 WL 2932243, at *3-4 (N.D. Cal. June 13, 2013) (emphasis in original) (rejecting a pleading that sought the “stacking of penalties”; “[f]or the single mistake of failing to include commissions in the overtime base, plaintiff has asserted *five* (count them, five) separate labor code violations that could lead to statutory penalties;” “is it plausible that we would really pile one penalty on another for a single substantive wrong?”; noting that “no actual holding in any judicial decision has ever blessed such stacking”).

39. In light of the above, Plaintiffs recognize that there were significant risks in proceeding in litigation of this matter. Plaintiffs faced risks of not prevailing on the merits, prevailing on certain claims for certain periods, reduced penalty amounts awarded by the trial Court, and reversal on appeal.

40. Looking at the Gross Settlement Amount compared to the alleged damages, the GSA is approximately 18% of the alleged damages suffered in this matter and represents a reasonable recovery. It is possible the over \$17,675,247 in alleged possible damages and penalties could be awarded, but taking into account the overall policies and practices of Defendant, the need for individual inquiry as to many of the claims, especially the off the clock claims, it is highly likely the damages could not be proven for all workweeks for each employee, and damages and penalties could be dramatically lower. Therefore, this maximum recovery could easily be much lower if at trial PAGA penalties were reduced or damages for certain pay periods or workweeks could not be proven for certain individuals.

41. The key risks involved here are as follows: Defendant presented a vigorous defense on the merits of each claim. Labor Code §2699(e)(2) gives the trial court discretion to reduce penalties under some circumstances. For example, in *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, 9 (CD. Cal. 2011), the court imposed an 82% reduction. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 517 (2018) the reduction took total penalties from \$70 million to \$150,000. That is a 99.98% reduction. In this case, the total penalty liability is exponentially higher than the underlying wage liability. Plaintiffs perceived a significant risk that this Court would impose a dramatic reduction in penalties if they were awarded and because a

1 denial of certification could eliminate any recovery for the Class, and because reversal of a class
2 certification ruling is difficult to obtain on appeal, the risk associated with certification reduces the
3 value of the claim.

4 42. Based on the estimated Net Settlement Fund of \$511,889.26, the settlement provides
5 on average approximately \$122.54 per Class Member. The highest amount a Settlement Class
6 Member will receive is approximately \$844.04. The lowest payment is estimated to be
7 approximately \$2.60. To the extent any amount for Attorneys' Fees, Costs, Claims Administration
8 Costs or Enhancements are not awarded, the difference in those amounts will be added to the NSF.
9 This is a guaranteed amount of money paid to Settlement Class Members now, rather than the
10 continued risk of further litigation and receiving no money sometime in the far future and after
11 trial and appeals.

12 43. The highest Individual PAGA Payment to an Aggrieved Employee is approximately
13 \$47.95, the average Individual PAGA Payment is approximately \$8.19, and the lowest Individual
14 PAGA Payment is approximately \$0.36.

15 **CLASS COUNSEL'S EXPERIENCE**

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

- 21 ○ *Mojica v. Compass Group, Inc., et. al.* USDC Central District, Case No. 8:13-cv-
22 01754.
- 23 ○ *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- 24 ○ *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- 25 ○ *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
26 SACV08-00412.
- 27 ○ *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
28 Superior Court, Case No. BC393709.

- ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County Superior Court, Case No. BC 357912.
- ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County Superior Court, Case No. RIC 440630.
- ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293.
- ***Padron v. Universal Protection Service, et al.***, Orange County Superior Court, Case No. 05CC00013.
- ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court, Case No. RIC 420909.
- ***Ruiz, et al. v. Unisourse Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT, Case No. CV09-05848.
- ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT, Case No. SACV 08-680.
- ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128.
- ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No. 07CC01292.
- ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior Court, Case No. BC411477.
- ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case No. 06CC00099.
- ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC 330145.
- ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case No. CGC-07-461612.

- 1 ○ ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No.
- 2 07CC00015.
- 3 ○ ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court, Case
- 4 No. 07CC01347.
- 5 ○ ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court, Case
- 6 No. BC387088.
- 7 ○ ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour***
- 8 ***Cases***, Los Angeles Superior Court, Case No. JCCP 4545.
- 9 ○ ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court,
- 10 Case No. 30-2013-00694012-CU-OE-CXC.
- 11 ○ ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.
- 12 ○ ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-
- 13 00637062-CU-OE-CXC.
- 14 ○ ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-
- 15 00653425-CU-OE-CXC.
- 16 ○ ***Gutierrez v. HMT Tank, USDC Central Dist.***, Case No. CV14-1967-CAS(MAN)
- 17 ○ ***Williams v. Il Fornaio America Corp.***, Sacramento County, Case No. 34-2011-
- 18 0009616.
- 19 ○ ***Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-002687141-CU-OE-
- 20 CXC.
- 21 ○ ***Madrigal v. Huntington Beach Market Broiler, Inc.***, Orange County, Case No. 30-
- 22 2012-00611260.
- 23 ○ ***Vang v. Jazz Semiconductor, Inc.***, Orange County, Case no. 30-2011-00460278.
- 24 ○ ***Vigueras v. Red Robin International, Inc.***, USDC Central Dist. Case No. *SACV 17-*
- 25 *1422 JVS (DFMx)*;
- 26 ○ ***Smith v. Space Exploration Technologies Corp.***, Los Angeles Superior Court, Case
- 27 No. *BC55429*;
- 28 ○ ***Cano v. Financial Statement Services, Inc.***, Orange County Superior Court, Case No.

30-2013-00653349-CU-OE-CXC;

- *Mendez v. Liberty Glass Fabricators, Inc.*, Riverside County Superior Court Case No. RIC1800119;
- *Attia v. Neiman Marcus Group, Inc.*, United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM;
- *O'Brien, et al. v. Cerida Investment Corp.*, Santa Clara Superior Court Case No. 21CV384527;
- *Gonzalez v. Quality Aluminum Forge, LLC*, Orange County Superior Court Case No. 30-2015-00817941;
- *Shay v. Apple, Inc.*, United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- *Milligan v. CWI, Inc.*, San Bernardino Superior Court Case No. CIVDS 2013999;
- *Aguilar v. LDI Mechanical, Inc.*, Riverside County Case No. RIC1610019;
- *Abron v. University Healthcare Alliance*, Alameda County Superior Court Case No. RG20066438;
- *Benson v. F21 Opco, LLC*, San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- *Allen v. Creative Stone Mfg., Inc.*, San Bernardino County Superior Court Case No. CIVSB2201498;
- *Santamaria v. Bright Horizons Children's Center*, San Bernardino County Superior Court Case No. CIVSB2210140;
- *Yniguez v. Airgas USA, LLC*, Los Angeles County Superior Court Case No. 20STCV18190;
- *Cervantez v. Genuine Parts Company*, Los Angeles County Superior Court Case No. 22STCV00981;
- *Robles v. Jetro Holdings, LLC*, San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;

- ***Hernandez v. Euromarket Designs, Inc.***, Santa Clara County Superior Court Case No. 20CV3770922;
- ***Ayala v. Veg-Land, et al.***, Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- ***Puente v. Sully-Miller Contracting Co.***, Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- ***Garcia v. Revolution Foods, Inc.***, Los Angeles Superior Court Case No. BC579142;
- ***Attaway, et al. v. Alliance Residential, LLC***, Santa Clara County Superior Court Case No. 20CV365134;
- ***Bowman v. Delta Dental of California***, Alameda County Superior Court Case No. RG21108230;
- ***Hernandez v. Burrtec Waste & Recycling Services, LLC***, United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
- ***Grant v. T-Mobile USA, Inc.***, United States District Court for the Central District of California Case No. 2:21-CV-02268;
- ***Dawson v. Wonderful Pistachios and Almonds, LLC***, Kern County Superior Court Case No. BCV-17-100848;
- ***Hamilton, et al. v. Michael Kors Stores (California), Inc.***, Los Angeles County Superior Court Case NO. 19STCV37061;
- ***Ross v. Stater Bros.***, San Bernardino Superior Court Case No. CIVDS1902518;
- ***Walker v. Barrett Business Services, Inc., et al.***, Los Angeles County Superior Court Case No. 20STCV39172;
- ***Benitez, et al. v. Medtronic, Inc., et al.***, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- ***Montgomery v. Copart, Inc.***, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- ***Vizcarra-McNamee v. Nordstrom, Inc.***, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;

- 1 ○ *Ayers v. Cherry Hill Programs, Inc.*, Fresno County Superior Court Case No.
- 2 20CECG00821;
- 3 ○ *Sleeper v. Boot Barn, Inc.*, Sacramento County Superior Court Case No. 34-2019-
- 4 00272000-CU-OE-GDS;
- 5 ○ *Pulido-Dias v. Dirt Cheap, Inc.*, San Bernardino County Superior Court Case No.
- 6 CIVDS1719694;
- 7 ○ *Villanueva v. Nordstrom, Inc.*, San Bernardino County Superior Court Case No.
- 8 CIVDS1918706;
- 9 ○ *Bryson v. Madame Tussauds, et al.*, Los Angeles County Superior Court Case No.
- 10 19STCV33514
- 11 ○ *Hightower v. Levy Premium, et al.*, Santa Clara County Superior Court Case No.
- 12 19CV359262;
- 13 ○ *Marquez v. Maxim Crane Works, L.P., et al*, Los Angeles County Superior Court
- 14 Case No. 19STCV39548;
- 15 ○ *Rovira v. Silverado Senior Living Management, Inc.*, Orange County Superior Court
- 16 Case No. 30-2020-01136565-CU-OE-CXC;
- 17 ○ *Hallum, et al. v. FCA US, LLC*, San Bernardino County Case No. CIVDS1936782;
- 18 ○ *Martinez v. Placer Title Co., et al.*, Kern County Case No. BCV-19-103486;
- 19 ○ *Torres v. Van Law Food Products, Inc.*, Orange County Case No. 37-2017-
- 20 00946312-CU-OE-CXC;
- 21 ○ *Holmes v. Pet Food Express, LLC*, Alameda County Case No. 22CV014140;
- 22 ○ *Ventura v. Conduent Commercial Solutions, LLC*, Kern County Case No. BCV-22-
- 23 102043;
- 24 ○ *Ramirez v. CSI Electrical Contractors, Inc.*, Fresno County Superior Court Case No.
- 25 18CECG04150;
- 26 ○ *Magana v. Eibach Springs, Inc.*, Riverside County Superior Court Case No.
- 27 RIC1708917;
- 28

- 1 ○ ***Knox v. Express Messenger Systems, Inc.***, San Bernardino County Superior Court
- 2 Case No. CIVDS1932323;
- 3 ○ ***Corona, et al. v. G&M Oil Company, Inc.***, Los Angeles County Superior Court Case
- 4 No. BC640876
- 5 ○ ***Aguilar v. Peach Home Services, Inc., et al.***, Riverside County Superior Court Case
- 6 No. RIC1823057;
- 7 ○ ***Wilson v. M.C. LLC***, Orange County Superior Court Case No. 30-2019-01103382-
- 8 CU-OE-CXC.
- 9 ○ ***Nunez v. Nevell Group, Inc.***, Orange County Superior Court Case No. 30-2015-
- 10 00783269.
- 11 ○ ***Bendorf, et al. v. Sea World LLC, et al.***, San Diego Superior Court Case No. 37-2021-
- 12 00034922-CU-OE-CTL;
- 13 ○ ***DeMartini, et al. v. Safelite Fulfillment, Inc.***, Marin County Case No. CIV20002076;
- 14 ○ ***Ayala, et al., v. Macy's West Stores, Inc.***, Los Angeles County Case No.
- 15 20STCV34182;
- 16 ○ ***Wallen, et al. v. United Rentals (North America), Inc., et al.***, Stanislaus County Case
- 17 No. CV-22-000399;
- 18 ○ ***Granados v. Hyatt Corporation***, United States District Court for the Southern District
- 19 of California Case No. 3:23-cv-01001-H-VET;
- 20 ○ ***Vigil v. Hyatt Corporation***, United States District Court for the Northern District of
- 21 California Case No. 4:22-cv-00693;
- 22 ○ ***Garcia v. U.S. Best Ingredients, Inc.***, Los Angeles Superior Court Case No.
- 23 21TRCV00813.

24 47. In sum, my firm has been the lead or co-lead counsel in hundreds of wage and
25 hour cases since its inception. These cases have confronted many of the same issues presented in
26 the above-entitled action. We have been certified as class counsel on numerous occasions (both
27 through settlement and via motion). We have successfully recovered hundreds of millions of
28 dollars for employees in the State of California and millions for the State as well through PAGA.

1 48. Indeed, our firm has served as class counsel in a number of significant wage and
2 hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest
3 wage and hour class action settlement in California history at \$130,000,000. During this case,
4 plaintiffs appealed a decertification order. This case involved several appeals. The appellate record
5 amassed an extensive appellate record comprising a 23-volume joint appendix, a three-volume
6 reporters' transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to
7 augment the record, and several additional letters informing the appellate court of new legal
8 authority issued after Dukes. The matter was argued to and submitted by the Court of Appeal on
9 September 15, 2016, and on November 21, 2016, the decertification order was reversed, and the
10 case was remanded for further proceedings. (*Lubin v. The Wackenhut Corporation* ("Lubin"), 5
11 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision
12 to the California Supreme Court. The Supreme Court denied Wackenhut's petition for review of
13 Lubin. The Court of Appeal issued remittitur on April 10, 2017. Eventually through additional
14 litigation, the parties were able to secure the \$130 million settlement that was approved on
15 October 21, 2019, by Judge Highberger in the Los Angeles Superior Court.

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

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

26 **CLASS COUNSEL'S FEES AND COSTS**

27 51. Here, the Parties' agreement to pay Class Counsel Fees of 1/3(i.e. \$325,000.00) of
28 the GSA is reasonable. My firm and co-counsel been the only counsel to represent Plaintiffs and

1 the Settlement Class in this matter, and we have borne the entire risk and cost of this litigation on
2 a pure contingency fee basis. The legal issues raised drew significantly upon Class Counsel's
3 experience and the extensive review and analysis of documents and information by me and others
4 at my firm. In a complex action such as this, the proposed attorneys' fees are, at the very least, on
5 the low side of the market rate for contingency fees.

6 52. Plaintiffs' counsel has borne the entire risk and cost of this litigation on a pure
7 contingency fee basis. In a complex action such as this, the proposed attorneys' fees are, at the
8 very least, on the low side of the market rate for contingency fees.

9 53. My firm as Class Counsel, on behalf of Plaintiffs and the Class, invested
10 approximately **307.80** documented hours litigating this matter through the date of this declaration
11 for a total lodestar of **\$272,375.50** in fees, broken down as follows: my rate of \$1,050 per hour x
12 116.20 hours = \$122,010.00; Gregory Mauro's rate of \$950 per hour x 146.70 documented hours
13 = \$139,365.00; and paralegal Melissa Whitson's rate of \$245 x 44.90 hours = \$11,000.50.

14 54. Our office has expended approximately **\$35,873.20** in costs in prosecuting this
15 action. These costs have been necessary costs associated with prosecution of this important
16 matter. Counsel for Plaintiffs respectfully requests the Court grant the request to have these costs
17 repaid from the Settlement. Attached hereto as **Exhibit 1** is a true and correct copy of my firm's
18 Billing Detail.

19 **SERVICE AWARD PAYMENT TO CLASS REPRESENTATIVES**

20 55. The Class Representatives have provided extensive supporting documents and
21 assisted Class Counsel in developing information necessary to litigate and settle this case.
22 Plaintiffs also conducted record review and consultation with counsel in preparation for discovery
23 and eventual mediation, and to assist in evaluating and proving the claims. The settlement
24 provides for a Service Award Payment to be paid to the Class Representatives in the amount of
25 \$10,000.00 each totaling \$20,000.00. The purpose is to compensate the Class Representatives an
26 additional enhanced payment, taking into consideration the risks, time, effort and expenses
27 incurred in coming forward to provide invaluable information and negotiate and litigate this matter
28 on behalf of all Settlement Class Members who otherwise, would probably not file their own

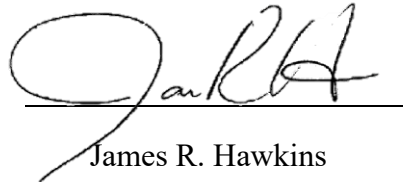
1 individual claims to recover what may be relatively low damages. Further, the Payment of
2 \$10,000.00 each as a Service Award payment to the Class Representatives is a very fair and
3 justified as part of the Settlement based on the risks Plaintiffs have taken and benefits conferred
4 upon the Settlement Class.

5 56. Attached hereto as **Exhibit 2** is the true and correct copy of the previously
6 submitted Declaration of Plaintiff Albert Thompkins filed in Support of Preliminary Approval.

7 57. Attached hereto as **Exhibit 3** is the true and correct copy of the previously
8 submitted Declaration of Plaintiff Natalie Katie Bernice Johnson filed in Support of Preliminary
9 Approval.

10 58. Plaintiffs with the filing of this Motion for Final Approval has concurrently served
11 the LWDA with this Motion and accompanying documents.

12 I declare under penalty of perjury that the foregoing is true and correct. Executed on April
13 20, 2026 at Irvine, California.

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15 James R. Hawkins
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EXHIBIT 1

Matter Billing Detail

Report Date: 4/13/2026
Report Time: 3:28PM
Page: 1 of 2
User ID: Ceja

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 04/13/2026
Client: HOSTEAGA005 - Albert Thompson
Matter: HOSTINT001 - Host International, Inc dba HMS Host- Albert Thompson

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
03/25/2021	POS	Postage - LWDA Letter	\$6.99		Unbilled				
04/08/2021	FIL	Filing Fee - 03.25.2021 LWDA Filing	\$75.00		Unbilled				
09/09/2021	FST	First Legal Network - Filing, class complaint and initial docs IN#30172635	\$1,647.55		Unbilled				
12/03/2021	FST	First Legal Network - E-Filing , [proposed] order granting plaintiff, continue initial status conference, Plaintiffs ntc of November 30, proof of personal service IN#30182125	\$175.55		Unbilled				
12/13/2021	FST	First Legal Network - Process branch same day, Cmplt, Smn, Cvl cvr, cvl addn, ntc IN#30182125	\$243.60		Unbilled				
02/15/2022	FST	First Legal Network - E-Filing, plaintiff's ntc of February 3, 2022 IN#30188503	\$37.70		Unbilled				
04/10/2022	FST	First Legal Network- Filed plaintiff's notice of continuance IN30199329	\$33.50		Unbilled				
10/28/2022	FST	First Legal Network - E-Filing - Joint Status Conference Report IN# 30216387	\$37.70		Unbilled				
12/15/2022	MED	Mediation Services IN#4727 CK#10461	\$12,500.00		Unbilled				
07/07/2023	MED	Mediation Services IN# 48761 CK# 10963	\$7,450.00		Unbilled				
08/08/2023	FST	First Legal Network - E-Filing - Joint Stip to Continue Post IN# 30248438	\$61.95		Unbilled				
08/31/2023	EXA	Expert Analysis - IN# 230814 CK# 11087	\$3,750.00		Unbilled				
04/19/2024	EXA	Expert Analysis- IN#9432 CK#11704	\$6,885.00		Unbilled				
		Total:	<u>\$32,904.54</u>	<u>\$0.00</u>					
		Balance:	<u>\$32,904.54</u>						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled :-----			\$0.00						
Total Fees Received :-----			\$0.00						
Total Soft Cost Billed :-----			\$0.00						
Total Soft Cost Unbilled :-----			\$0.00						
Total Soft Cost Received :-----			\$0.00						
Total Hard Cost Billed :-----			\$0.00						
Total Hard Cost Unbilled :-----			\$32,904.54						
Total Hard Cost Received :-----			\$0.00						
Total Taxes Billed :-----			\$0.00						
Total Taxes Unbilled :-----			\$0.00						
Total Taxes Received :-----			\$0.00						
Total Late Charges Billed :-----			\$0.00						
Total Late Charges Unbilled:-----			\$0.00						
Total Late Charges Received :-----			\$0.00						
Trust Balance:-----			\$0.00						

Matter Billing Detail

Report Date: 4/13/2026
Report Time: 3:27PM
Page: 1 of 3
User ID: Ceja

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 04/13/2026

Client: HOSTEAGA005 - Albert Thompson

Matter: HOSTINTERNPAGA - Host International Inc. PAGA - Albert Thompson v. Host International Inc.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
06/01/2021	FST	First Legal Network- E-filed- Complaint, Summons, Civil Case Cover Sheet;etc- IN#30162706	\$514.70		Unbilled				
07/30/2021	FST	First Legal Network- SERVED- PAGA complaint and Initial Docs E FILED- Proof of Personal Service; Request for Continuance; Proposed Order; Request for Continuance of Initial CMC; Notice of 08.27.21 Minute Order IN#30169470	\$400.64		Unbilled				
02/15/2022	FST	First Legal Network - E-Filing, Of February 2, 2022 Min order IN#30188503	\$37.70		Unbilled				
05/20/2022	FST	First Legal Network- Filed case managment statement IN30199329	\$33.50		Unbilled				
08/25/2022	FST	First Legal Network- E-Filing: Ntc Re Cont of Hearing IN#30209403	\$37.70		Unbilled				
12/16/2022	FST	First Legal Network - E-Filing - Stipulation to Continue Trial Date IN# 30222171	\$59.70		Unbilled				
08/15/2023	FST	First Legal Network - E-Filing - Notice of August 09, 2023 minute order, Notice re continuance of hear, Joint stip and proposed order IN# 30248438	\$141.85		Unbilled				
09/19/2023	FST	First Legal Network - Filing - Plaintiffs Notice of Minute Order IN# 30252348	\$39.95		Unbilled				
10/19/2023	FST	First Legal Network - Filing - CM Statement, Notice of Cont IN# 30256289	\$79.90		Unbilled				
12/28/2023	FST	First Legal Network - Filing - Joint Stipulation and Proposed Order IN# 30263586	\$61.95		Unbilled				
10/31/2024	LDS	Legal Document Server - E-Filing - Extension, order IN# 10657655	\$50.75		Unbilled				
01/06/2025	LDS	Legal Document Server - E-Filing - Joint Status Conference report, Order IN# 11058098	\$30.75		Unbilled				
01/16/2025	LDS	Legal Document Server - E-Filing - Notice of Continuance IN# 11126669	\$30.75		Unbilled				
03/03/2025	POS	Postage - Crs to client via cerified mail re contact	\$10.72		Unbilled				

Matter Billing Detail

Report Date: 4/13/2026
Report Time: 3:27PM
Page: 2 of 3
User ID: Ceja

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
03/25/2025	LDS	Legal Document Server - EFiling - Stip and Order IN# 11605585	\$50.75		Unbilled				
03/25/2025	LDS	Legal Document Server - EFiling - Stip and Order IN# 11605705	\$50.75		Unbilled				
03/27/2025	POS	CRS to Agents re Amended LWDA filings.	\$12.10		Unbilled				
04/03/2025	LDS	Legal Document Server - EFiling - Notice IN# 11670500	\$35.75		Unbilled				
06/09/2025	LDS	Legal Document Server - EFiling - Stip and Order, Proof of Service not Summons and COmplaint IN# 12153605	\$55.75		Unbilled				
06/30/2025	LDS	Legal Document Server - EFiling - Order, stip and Order IN# 12294247	\$30.00		Unbilled				
07/23/2025	LDS	Legal Document Server - EFiling - Amended Complaint IN# 12499129	\$35.75		Unbilled				
07/31/2025	LDS	Legal Document Server - EFiling - Declaration, memo of Points Authorities, Motion for Preliminary Approval of Settlement, Order IN# 12552997	\$95.75		Unbilled				
08/22/2025	LDS	Legal Document Server - EFiling - Supplemental Decalartion IN# 12722151	\$35.75		Unbilled				
10/06/2025	LDS	Legal Document Server - Efiling - Notice IN# 13039206	\$35.75		Unbilled				
Total:			\$1,968.66	\$0.00					
Balance:			\$1,968.66						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$1,968.66						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

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EXHIBIT 2

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
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Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff ALBERT THOMPCKINS,
individually and on behalf of all others similarly situated

[Additional Counsel On Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALBERT THOMPCKINS and NATALIE
KATIE BERNICE JOHNSON, Individually
and on behalf of the general public as private
attorney general,

Plaintiffs,

v.

HOST INTERNATIONAL INC., dba HMS
HOST, a Delaware Corporation; and DOES
1-50, inclusive,

Defendants.

CASE NO.: 21STCV20440

Hon. Theresa M. Traber
Dept. 47 (Stanley Mosk)

**DECLARATION OF PLAINTIFF ALBERT
THOMPCKINS IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION SETTLEMENT**

Date: August 21, 2025
Time: 9:00 a.m.
Dept.: 47

1 BIBIYAN LAW GROUP, P.C.
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2 david@tomorrowlaw.com
Jeffrey D. Klein (SBN 297296)
3 jeff@tomorrowlaw.com
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4 jared@tomorrowlaw.com
8484 Wilshire Boulevard. Suite 500
5 Beverly Hills. California 90211
Tel: (310) 438-5555: Fax: (310) 300-1705

6 Attorneys for Plaintiff: NATALIE KATIE BERNICE JOHNSON and on behalf of herself and all
7 others similarly situated

I, ALBERT THOMPkins hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement. The following is based upon my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendant Host International Inc., dba HMS Host ("Defendant") in approximately April 2019 through my separation in October 2020 as a non-exempt employee with the position of Busser/Server.

3. As a non-exempt employee, I suffered the same damages as other employees. These included not being paid all my wages including overtime, not provided meal and rest periods, not provided accurate wage statements, not reimbursed business expenses incurred, and not timely paid wages upon my separation from Defendant's employ all in accordance with California law. As a result of these alleged violations, I sought consultation with my attorneys at James Hawkins, APLC.

4. Based upon my allegations, and after consultation and full disclosure from my attorneys about the potential risks I faced as a Plaintiff in a putative class action, I freely decided to pursue this lawsuit to try and vindicate my rights and the rights of others who also worked for Defendant and suffered similar harms due to Defendant's common practices and policies.

5. Prior to filing my action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendant. During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff.

6. My attorneys provided me with a draft of the complaint for my review and approval. I closely reviewed the complaint to ensure accuracy and completeness. As a result, I caused my attorneys to file the class action complaint alleging claims for the allegations alleged therein. Thereafter, I have been fully involved in my case. Following the filing of the

1 complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly
2 contacted my attorneys to stay current on the status of the litigation, and to discuss my attorneys'
3 progress in prosecuting the claims.

4 7. Since I believe I was not paid my wages, not timely paid wages, and therefore not
5 provided accurate itemized wage statements, I believe that I have been similarly injured as to all
6 other class members in the settlement who worked for Defendant during the class period. I
7 believe the claims asserted in the Complaint are also shared by the other Class Members. I worked
8 with various other non-exempt employees, and I believe we were all treated the same and subject
9 to the same unlawful policies.

10 8. On June 1, 2021, I, through my attorneys, filed this instant action against
11 Defendant.

12 9. Since I agreed to become a Class Representative, I have worked every step of the
13 way with my attorneys. During the course of the litigation I have always kept the best interest of
14 the Class Members on equal footing as mine. I have been, and I am willing to continue to pursue
15 the Class Members' claims vigorously on our collective behalf if the Settlement is not finally
16 approved. As a result, I firmly believe that I do not have any interests adverse to the interests of
17 the Class Members. I have maintained the Class Members best interest from the inception of the
18 case.

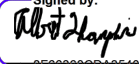
19 10. As the Class Representative, I have spent numerous hours consulting with my
20 attorneys, providing documentation, consulting with other Class Members, responding to
21 questions by my attorneys, providing documents to my attorneys, working with my attorneys to
22 review documents received, preparing for deposition although my deposition was never taken due
23 to the settlement of this matter. I also assisted my attorneys in preparing for the mediations and
24 attending the mediations via telephone. I was consulted about the status of the case and provided
25 constant feedback about the case from my attorneys including the mediation, settlement
26 negotiations and eventual settlement. I estimate I have spent approximately 40-45 hours working
27 on this case.

28 11. From the beginning of this case, I have freely chosen to accept the risks of

1 being a Class Representative in this class action lawsuit. Although I have not realized any of the
2 risks, I freely chose to assume the risks of filing a class action lawsuit and the stigma that is
3 associated with it, to pursue the claims on behalf of the Class Members as I wanted to vindicate
4 their rights. I believe we have achieved that result with the settlement and the individual payments
5 to the Class Members. I believe the settlement is fair reasonable and adequate based on the
6 numerous defenses asserted by Defendant. I believe the efforts and work I put forth helped to
7 achieve the fair settlement that will benefit the Class Members. As a result of my efforts, I also
8 believe the Class Representative Service Award is reasonable, and I respectfully request the Court
9 approve the amount of \$10,000.00 to each Plaintiff as fair and reasonable.

10 I declare under penalty of perjury under the laws of the state of California that the
11 foregoing is true and correct. Executed on July 29, 2025, at Lancaster, California.

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Signed by:

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ALBERT THOMPkins

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EXHIBIT 3

1 JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
2 Gregory Mauro, Esq. (#222239)
3 Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
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9 Email: Ava@jameshawkinsaplc.com

10 Attorneys for Plaintiff ALBERT THOMPCKINS,
11 individually and on behalf of all others similarly situated

12 [Additional Counsel On Next Page]

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**

15 ALBERT THOMPCKINS and NATALIE
16 KATIE BERNICE JOHNSON, Individually
and on behalf of the general public as private
17 attorney general,

18 **Plaintiffs**

19 v.
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21 HOST INTERNATIONAL INC., dba HMS
22 HOST, a Delaware Corporation; and DOES
1-50, inclusive,

23 **Defendants**
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CASE NO.: 21STCV20440

Hon. Theresa M. Traber
Dept. 47 (Stanley Mosk)

**DECLARATION OF PLAINTIFF
NATALIE KATIE BERNICE JOHNSON
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: August 21, 2025
Time: 9:00 a.m.
Dept.: 47

1 **ELKIN GAMBOA LLP**
BIBIYAN LAW GROUP, P.C.
2 David D. Bibiyan (SBN 287811)
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3 Vedang J. Patel (SBN 328647)
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5 Tel: (310) 438-5555; Fax: (310) 300-1705

6 Attorneys for Plaintiff: NATALIE KATIE BERNICE JOHNSON and on behalf of herself and all
others similarly situated
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1 **DECLARATION OF OF NATALIE KATIE BERNICE JOHNSON**

2 1. I am a party to this action and reside in the State of California. I am fully competent
3 to make this declaration. I have personal knowledge of the facts set forth herein, except for those
4 stated on information and belief, and as to those I am informed and believe them to be true. If
5 called upon to testify, I could and would testify as set forth herein.

6 2. I make this Declaration in support of Plaintiffs' Motion for Preliminary Approval
7 of Class and Representative Action Settlement.

8 3. I was employed by defendants Host International Inc., ("Defendant") as a non-
9 exempt employee, with duties including, but not limited to, drink preparation and utility work,
10 within California from approximately June of 2023 through July of 2023.

11 4. Throughout my employment with Defendant, I am informed and believe that myself
12 and other non-exempt employees of Defendant were not paid all wages owed because we were
13 not paid for all time under Defendant's control, or for which we were suffered or permitted to
14 work by Defendant. In addition, I am informed and believe we were not paid all overtime hours
15 worked at the overtime rate of pay owed due to, without limitation, failure to record all time
16 worked and failure to pay for off-the-clock work.

17 5. During my employment with Defendant, I took meal periods that were after the
18 fifth hour, short or not duty-free. I witnessed other non-exempt, hourly-paid employees with my
19 job duties often taking meal periods that were after the fifth hour, short or not duty-free, as well.

20 6. I do not recall receiving any premium pay for the full, timely and uninterrupted
21 meal periods I was not provided an opportunity to take and am informed and believe that my
22 coworkers were not provided premium pay for not being provided with the opportunity to take
23 full, timely and uninterrupted meal periods, either.

24 7. I do not believe I was provided with opportunities to take full, uninterrupted 10-
25 minute rest periods while working with Defendant and am informed and believe my coworkers
26 were often not provided with such an opportunity, either.

27 8. I do not recall receiving any premium pay for the full rest breaks I was not provided
28 an opportunity to take and am informed and believe that my coworkers were not provided

1 premium pay for not being provided with the opportunity to take full, uninterrupted 10-minute
2 rest periods, either.

3 9. Before and during the course of litigation, I was actively involved in assisting my
4 attorneys to support the wage and hour claims asserted. My involvement began before the initial
5 complaint was filed wherein, I provided first-hand knowledge and documentation as to
6 Defendant's practices, its ownership and corporate structure, and its wage and hour policies and
7 practices.

8 10. Part of the information I relayed was with regard to Defendant's timekeeping policies
9 and practices and their meal and rest period policies and practices.

10 11. I provided them with all the documentation provided to me by Defendant during my
11 employment.

12 12. I assisted in reviewing time and payroll records with my attorneys and informed them
13 of Defendant's employment policies and whether those policies matched Defendant's practices.

14 13. My attorneys called me to ask me questions over several times throughout the
15 litigation and I contacted my attorneys several times to stay updated on the case and offer my
16 assistance on any matters I could be helpful with. I was also available for mediation by telephone,
17 during which I was available to be called to answer the questions posed by the mediators regarding
18 the asserted claims, as well as arguments raised by Defendant. In addition, I worked with my
19 attorneys over the next several weeks after mediation to understand and execute a long form
20 settlement agreement.

21 14. Over the past few months since the mediation has been resolved, I have stayed in
22 touch with my attorneys to ensure that there was no undue delay in payment for other class
23 members for whom I brought this Action.

24 15. I believe that, through the present, I have spent at least 26 hours in connection with
25 this matter, which included time spent having preliminary calls with my attorneys; doing an intake
26 with my attorneys; time spent searching for documents relating to my employment; time spent
27 reading and understanding the Settlement Agreement; time spent answering calls to discuss
28 Defendant's timekeeping, pay, meal and rest periods, and to review time and payroll records; time

1 spent discussing with my attorneys' Defendant's policies and practices; time spent on-call at
2 mediation; and time spent checking in on the status of the case, among other things. I also spent
3 time preparing this declaration to support Plaintiffs' Motion for Preliminary Approval of Class
4 and Representative Action Settlement.

5 16. I feel that by bringing this lawsuit, I could stand up for not only my rights but the
6 rights of other employees who suffered from the same unfair wage practices. I felt that current
7 employees might not want to share their experiences with Defendant since they feared losing their
8 jobs. This is certainly understandable as I, too, have to provide for myself and others.

9 17. By bringing this lawsuit, I have put the interests of the class ahead of my own.

10 18. I understood that I could possibly earn a small enhancement if this case resolved
11 favorably. I also knew that I could face retaliation from Defendant and backlash from former
12 coworkers who are loyal to Defendant. I have also had to provide a general release of claims to
13 Defendant as part of the settlement. My understanding, in addition, is that if I brought this case
14 individually, I may have earned more compensation individually and on a much quicker timeline
15 than the timeline to resolve this Action.

16 19. My goal in bringing this lawsuit was to obtain a recovery on behalf of the class,
17 and, even more importantly, to put an end to what I believe are illegal practices on the part of
18 Defendant. I believe I have achieved both through this lawsuit and settlement.

19 ///

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct this 07/29/2025, at Sacramento CA.

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24 NATALIE KATIE BERNICE JOHNSON
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