

James R. Hawkins (SBN 192925)
James@jameshawkinsaplc.com
Christina M. Lucio (SBN 253677)
Christina@jameshawkinsaplc.com
JAMES HAWKINS, APLC
9880 Research Drive, Suite 200
Irvine, CA. 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
HAINES LAW GROUP, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs
AARON HALLUM and AMY RAMOS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AARON HALLUM and AMY RAMOS, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

FCA US, LLC, doing business as FIAT
CHRYSLER AUTOMOBILES, a Delaware
Corporation; and DOES 1-50, inclusive,

Defendants.

AND CONSOLIDATED ACTIONS.

Case No. CIVDS1936782

Assigned to: Hon. Joseph T. Ortiz
Dept.: S17

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

Date: January 22, 2024
Time: 1:30 p.m.
Dept.: S-17

Complaint Filed: December 5, 2019
CMC: January 22, 2024
Trial: Not Set

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

2 1. I am an individual over the age of 18. I am an attorney at law duly licensed to practice
3 law before all of the Courts of the State of California. I am the founding partner at the Law Firm of
4 James Hawkins, APLC. James Hawkins APLC, along with co-counsel Haines Law Group APC
5 (“collectively “Class Counsel”) are the attorneys of record for Plaintiffs AARON HALLUM and
6 AMY RAMOS (“Plaintiff(s)” or “Class Representative(s)”) in this action. I have personal
7 knowledge of the facts set forth below, and if called to testify regarding them, I could and would do
8 so competently.

9 2. As detailed in the Declaration of Matthew Moen, Plaintiffs filed this Class Action on
10 behalf of themselves and the proposed settlement class (the “Class”) and/or Aggrieved Employees
11 in the above-captioned matter against Defendant FCA US, LLC doing business as FIAT
12 CHRYSLER AUTOMOBILES (“Defendant” or “Fiat”) (with Plaintiff, the “Parties”).

13 3. I submit this Declaration in support of Plaintiffs’ Motion for Preliminary Approval
14 of Class Action Settlement (the “Preliminary Approval Motion”), which is filed concurrently
15 herewith, along with the Memorandum of Points and Authorities.

16 4. On December 5, 2019, Plaintiff Hallum filed a class action complaint against
17 Defendant in San Bernardino County Superior Court, titled *Aaron Hallum v. FCA US, LLC*,
18 *doing business as Fiat Chrysler Automobiles*, Case No. CIVDS1936782 (the “Action”). In the
19 action, Plaintiff Hallum alleged Defendant failed to: (i) pay all minimum wages owed; (ii) pay
20 all overtime wages owed; (iii) provide all lawful meal periods; (iv) authorize and permit all
21 lawful rest periods; (v) timely pay all final wages upon separation; (vi) issue accurate itemized
22 wage statements; and (vii) comply with California’s Unfair Competition laws.

23 5. On February 13, 2020, Plaintiff Hallum filed a separate representative action
24 complaint against Defendant in San Bernardino County Superior Court, titled *Aaron Hallum v.*
25 *FCA US, LLC, doing business as Fiat Chrysler Automobiles*, Case No. CIVDS2004634 (the
26 “Hallum PAGA Action”).

27 6. On September 8, 2021, Plaintiff Ramos filed a class action complaint against
28

1 Defendant in San Bernardino County Superior Court, titled Amy Ramos v. FCA US LLC, Case
2 No. CIVSB2125996. On November 25, 2021, Plaintiff Ramos filed a first amended complaint in
3 the Ramos action, adding a cause of action for civil penalties under the Private Attorneys
4 General Act, Labor Code § 2698 et seq (“PAGA”).

5 7. On March 20, 2023, Plaintiffs filed a consolidated First Amended Complaint
6 (“FAC”) in the Action, naming Plaintiff Ramos as an additional named plaintiff and
7 consolidating all legal and factual allegations in the Action and the Ramos action. On April 11,
8 2023, the Ramos action was dismissed in its entirety, without prejudice. The FAC alleges that
9 Defendant: (1) failed to pay all wages owed; (2) failed to provide all lawful meal periods; (3)
10 failed to authorize and permit all lawful rest periods; (4) failed to timely pay wages owed upon
11 separation from employment; (5) failed to furnish accurate itemized wage statements; (6)
12 violated California’s unfair competition laws; and (7) is liable for PAGA civil penalties.

13 8. Plaintiffs and Defendant have entered into a Joint Stipulation of Class Action
14 Settlement (“Settlement Agreement” and/or “Settlement”), which they now ask the Court to grant
15 preliminary approval. The Settlement Agreement is attached as **Exhibit A** to the Declaration of
16 Matthew K. Moen in Support of the Motion.

17 9. The Settlement Agreement seeks to fully release and discharge Defendant from the
18 claims brought against it in this consolidated matter in exchange for Defendant’s agreement to pay
19 \$3,825,000.00 on a non-reversionary, non-claims made basis (each Settlement Class Member will
20 receive his/her share of the Net Settlement Amount without having to submit a claim form or taking
21 action, except for those who opt-out). Plaintiffs seek to represent a settlement class of approximately
22 254 current and former non-exempt hourly employees of Defendant in California based on
23 allegations that they were subject to numerous violations of the Labor Code during employment and
24 upon termination.

25 10. I have no knowledge of the existence of any conflicting interests between my firm
26 and any of its attorneys, my co-counsel’s firms or any of their attorneys, and Plaintiffs or any other
27 Class Member.

1 11. Based upon all known facts and circumstances, I endorse the Settlement Agreement
2 and join in the request for Court Approval. I believe that it is fair, reasonable and adequate, and in
3 the best interests of the Class.

4 **Plaintiffs' Counsel Is Experienced in Wage and Hour Litigation**

5 12. I am an attorney at law licensed to practice before the Courts of the State of
6 California and before this Court.

7 13. In 1993, I graduated from the University of California, Los Angeles with a Bachelor
8 of Arts Degree. Following graduation, I attended Whittier Law School. In 1996, while a full-time
9 law student, I was also a full-time Judicial Extern for the Honorable Consuelo B. Marshall, United
10 States District Court, Central District. After approximately five months of service for Judge
11 Marshall, I became a full-time extern for the United States Attorney's Office, Central District of
12 California. My externship lasted for approximately five months. Thereafter, in 1997, I graduated
13 from Whittier Law School. The same year, I was admitted to practice law in the State of California.

14 14. From 1997-2007, I was a named partner at Hawkins & Sofonio, a law firm based out
15 of Irvine, California. At Hawkins & Sofonio, I pioneered the employment department litigating
16 plaintiff related employment issues such as: Wrongful Termination, Age Discrimination,
17 Disability, Wage and Hour and Sexual Harassment claims. Through the success and experience I
18 obtained litigating employment related matters, I commenced the Wage and Hour division of our
19 employment department in 2002. Since then, I have spent the vast majority of my practice litigating
20 wage and hour class actions.

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

25 16. I have a great deal of experience in wage and hour class action litigation. I have been
26 certified and approved as class counsel in many other wage/hour class actions, and I am currently
27 litigating numerous others before this Court and others. Although not an all-inclusive list, over the
28

1 years I have prosecuted the following class action matters as lead and/or co-lead counsel, all of which
2 implicated similar law and facts to those associated with this Action:

3 **a. Mojica v. Compass Group, Inc., et. al.** USDC Central District, Case No. 8:13-cv-
4 01754. Wage and Hour Class Action case seeking past wages for meal and rest
5 break violations for production workers in the State of California. Plaintiff's
6 Counsel preliminarily appointed as Class Counsel. Case settled. Final approval
7 granted, and funds fully disbursed.

8 **b. Dao v. 3M Company, et al.** USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
9 Wage and Hour Class Action case seeking past wages for "off the clock", overtime
10 and meal and rest break violations for production workers in the State of
11 California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final
12 Approval granted, no objections and funds fully distributed.

13 **c. Ortiz v. Kmart, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.**
14 Wage and Hour Class Action case seeking past wages for meal and rest period
15 violations for retail employees in the State of California. Plaintiff's counsel
16 appointed co-lead counsel. Case settled, Final Approval granted, no objections and
17 funds fully distributed.

18 **d. Morgan v. Aramark Campus, LLC, USDC, CENTRAL DISTRICT, Case No.**
19 **SACV08-00412.** Wage and Hour Class Action case seeking past wages for meal
20 and rest period violations for retail employees in the State of California. Plaintiff's
21 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
22 objections and funds fully distributed.

23 **e. West v Iron Mountain Information Management, Inc, et. al.;** Los Angeles County
24 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
25 wages for overtime, meal and rest break violations for driver employees in the
26 State of California. Stipulation for "binding arbitration." Arbitration Award for
27

1 Plaintiff Class. Arbitration Award confirmed. Plaintiff's counsel lead trial counsel
2 and class counsel.

3 **f. Gonzalez v. Superior Industries International, Inc., et al., Los Angeles County**
4 Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past
5 wages for overtime, meal and rest breaks violations for production employees in
6 the State of California. Plaintiff's counsel appointed as lead counsel. Case settled,
7 Final Approval granted, no objections and funds fully distributed.

8 **g. Acosta v. Fleetwood Travel Trailers of California, Inc., et al., Riverside County**
9 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
10 wages for overtime, meal and rest break violations for production employees in the
11 State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled,
12 Final Approval granted, no objections and funds fully distributed.

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

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

23 **j. Martinez v. Securitas Security Services USA, et al., Santa Clara Superior Court,**
24 **Case No. 105-CV047499, et al. J.C.C.P. No. 4460.** Wage and Hour Class Action
25 seeking past wages for meal and rest break violations for security officers
26 employed by defendant in the State of California. Plaintiff's counsel and co-
27 counsel. Case settled, Final Approval granted and funds fully distributed.

- 1 **k.** Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al., Riverside Superior Court,
2 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for
3 overtime, meal and rest break violations for housekeepers employed by defendant
4 in the State of California. Plaintiff's counsel appointed as lead counsel. Case
5 settled, Final Approval granted, no objections and funds fully distributed.
- 6 **l.** Ruiz, et al. v. Unisourse Worldwide, Inc., et al., USDC, CENTRAL DISTRICT,
7 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal
8 and rest period violations for non-exempt employees employed by defendant in the
9 state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff
10 has petitioned the Court for Lead Counsel.
- 11 **m.** Herrador v. Culligan International Company, et al., USDC, CENTRAL DISTRICT,
12 Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for
13 field and branch employees of defendant in the State of California. Plaintiff's
14 counsel appointed as lead counsel. Case settled and awaiting Final Approval.
- 15 **n.** Defries v. Domain Restaurants, et al., Orange County Superior Court, Case No.
16 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
17 employees of defendant in the State of California. Plaintiff's counsel appointed as
18 lead counsel. Case settled, Final Approval granted, no objections and funds fully
19 distributed.
- 20 **o.** Denton v. BLB Enterprises, Inc., et al., Orange County Superior Court, Case No.
21 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest
22 break violations for security guards employed by defendant in the State of
23 California. Plaintiff's counsel appointed as lead counsel. Case settled, Final
24 Approval granted, no objections and funds fully distributed.
- 25 **p.** Rios v. Sandberg Furniture Manufacturing Co., Inc, et al., Los Angeles Superior
26 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal
27 and rest break violations for production employees employed by defendant in the
28

1 State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final
2 Approval granted, no objections and funds fully distributed.

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

8 **r.** Osuna v. DFG Restaurants, Inc., et al., Los Angeles Superior Court, Case No. BC
9 330145. Wage and Hour Class Action seeking past wages of overtime for mis-
10 classification of managers employed by Defendant, DBA Carl's Jrs. in the State of
11 California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final
12 Approval granted, no objections and funds fully distributed.

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

18 **t.** Willems v. Diedrich Coffee, Inc., et al., Orange County Superior Court, Case No.
19 07CC00015. Wage and Hour Class Action seeking past wages of overtime for
20 mis-classification of managers employed by Defendant in the State of California.
21 Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted,
22 no objections and funds fully distributed.

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

- v. Perez v. Naked Juice Company of Glendora, Inc., Los Angeles Superior Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for production employees employed by defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully distributed.
- w. Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases, Los Angeles Superior Court, Case No. JCCP 4545. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for security guards employed by defendant in the State of California. Certification granted. Plaintiff's counsel appointed as co-lead counsel. Writ taken. Court stays action pending Appellate Court ruling. Court lifts stay.
- x. Placencia v. Amcor Packaging Distribution, Inc., Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations, and penalties on behalf of non-exempt production, maintenance, shipping, and receiving employees employed by Defendant in California. Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully distributed.
- y. Trani v. Lisi Aerospace, et al., Los Angeles Superior Court, Case No. BC495527. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations, and penalties on behalf of non-exempt manufacturing employees employed by Defendant in California. Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully distributed.
- z. Galvan v. Goodwin Co., Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC, Wage and Hour Class Action seeking past wages for meal period violations, and non-compliant wage statements on behalf of non-exempt production employees employed by Defendant in California. Plaintiff counsel

1 appointed as lead counsel. Case settled. Final Approval granted, no objections and
2 funds fully distributed.

3 **aa.** Reyes v. Bristol Fiberlite, Orange County Superior Court, Case No. 30-2013-
4 00653425-CU-OE-CXC. Wage and Hour Class Action seeking past wages for
5 overtime, meal and rest period violations, inaccurate wage statements, and
6 penalties on behalf of non-exempt employees employed by Defendant in
7 California. Plaintiff counsel appointed as lead counsel. Case settled. Final
8 Approval granted, no objections and distribution of funds pending.

9 **bb.** Gutierrez v. HMT Tank, USDC Central Dist., Case No. CV14-1967-CAS(MANx).
10 Wage and Hour Class Action seeking past wages for meal and rest period
11 violations, failure to indemnify necessary expenses, inaccurate wage statements,
12 and penalties on behalf of non-exempt employees working in positions related to
13 servicing, refabricating and repairing storage tanks employed by Defendant in
14 California. Plaintiff counsel appointed as lead counsel. Case settled. Final
15 Approval granted, no objections and funds fully distributed.

16 **cc.** Williams v. Il Fornaio America Corp., Sacramento County, Case No. 34-2011-
17 0009616. Wage and Hour Class Action seeking past wages for overtime, meal and
18 rest period violations, reimbursements, and penalties on behalf of non-exempt
19 restaurant employees employed by Defendant in California. Plaintiff counsel
20 appointed as lead counsel. Case settled. Final Approval granted, and funds fully
21 distributed.

22 **dd.** Aguilar v. 7-Eleven, Inc., Orange County, Case No. 30-2009-002687141-CU-OE-
23 CXC. Wage and Hour Class Action seeking past wages for overtime, meal and rest
24 period violations, and penalties on behalf of non-exempt retail clerks employed by
25 Defendant in California. Plaintiff counsel appointed as lead counsel. Case settled.
26 Final Approval granted, no objections and funds fully distributed.

- 1 **ee.** Madrigal v. Huntington Beach Market Broiler, Inc., Orange County, Case No. 30-
2 2012-00611260. Wage and Hour Class Action seeking past wages for overtime,
3 meal and rest period violations, reimbursements, and penalties on behalf of non-
4 exempt employees employed by Defendant in California. Plaintiff counsel
5 appointed as lead counsel. Case settled. Final Approval granted, no objections and
6 funds fully distributed.
- 7 **ff.** Vang v. Jazz Semiconductor, Inc., Orange County, Case no. 30-2011-00460278.
8 Wage and Hour Class Action seeking past wages for overtime, meal and rest period
9 violations, reimbursements, and penalties on behalf of non-exempt production
10 workers employed by Defendant in California. Plaintiff counsel appointed as lead
11 counsel. Case settled. Final Approval granted, no objections and funds fully
12 distributed.
- 13 **gg.** Cano v. Financial Statement Services, Inc., Orange County, Case No. 30-2013-
14 00653349-CU-OE-CXC.
- 15 **hh.** Gonzalez v. Quality Aluminum Force, LLC, Orange County, Case No. 30-2015-
16 00817941-CU-OE-CXC.
- 17 **ii.** Smith v. Space Exploration Technologies Corp., Los Angeles County Case No.
18 BC554258.
- 19 **jj.** Madrigal v. Balda C Brewer, Inc., Orange County Case No. 30-2015-00820218-
20 CU-OE-CXC.
- 21 **kk.** Mendez v. Liberty Glass Fabricators, Inc., Riverside County Case No. RIC
22 1800119.
- 23 **ll.** Attia v. Neiman Marcus Group, Inc., United States District Court for the Central
24 District of California Case No. 8:16-cv-001504-DOC-FFM
- 25 **mm.** Vigueras v. Red Robin, United States District Court for the Central District of
26 California Case No. 8:17-cv-1422-JVS-DFM.
- 27 **nn.** Payne v. Marriott Ownership Resorts, Inc., San Diego County Case No. 37-2018-
28

00015175-CU-OE-CTL.

17. I am currently litigating at least thirty other wage and hour class actions in State and Federal courts in the state of California.

18. Based on our experience, we consider ourselves experienced and qualified to evaluate the claims and viability of the defenses. Based on the history of this case and given our firm's extensive experience as class and representative action employment and wage and hour litigators, it is our view that the settlement is fair, reasonable, and adequate, and in the best interest of the Class Members.

19. I have no conflicts of interest with the class or with the Class Representative. I am not related to any representative Plaintiff. I have not previously represented Defendant in any matter. In sum, I am well-suited to act as Class Counsel and will continue to vigorously represent the interests of the Class.

Attorney's Fees and Costs

20. Given the realistic value of Plaintiffs' claims as set forth in detail in the concurrently filed Declaration of Aaron Hallum Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, the \$3,825,000 Settlement Amount is an excellent result for the Settlement Class.

21. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Settlement Class.

22. The Settlement was the product of extensive arm's length negotiations between counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial and professional, the Settlement negotiations were adversarial and non-collusive in nature. The Settlement reached is the product of substantial effort by the Parties and their counsel. Although Plaintiffs and Class Counsel believed that there was a possibility of certifying the claims, they recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any

1 of its defenses, the Settlement Class Members may not have received any substantial monetary
2 recovery.

3 23. The Settlement will result in a fair payment to each Settlement Class Member based
4 on the number of weeks worked during the Class Period and whether the Settlement Class Member
5 had separated from employment. After evaluating the significant risks attendant with further
6 litigation described above and weighing them against the benefits of a known compromise and
7 settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed to
8 be in the best interest of Plaintiffs and the Settlement Class, and is a fair and reasonable resolution
9 of the claims alleged.

10 24. Plaintiffs' counsel brought to bear a great deal of collective experience in negotiating
11 the settlement of this case. As detailed more extensively in the Declaration of Matthew Moen,
12 Plaintiffs and their counsel have diligently investigated the claims and defenses on behalf of the
13 Settlement Class Members and worked to achieve a resolution of the claims to maximize the
14 recovery by avoiding further expenditure of attorneys' fees and costs. Plaintiffs' counsel engaged
15 in necessary formal and informal discovery, investigation, motion practice, sampling and expert
16 evaluation, significant document review (e.g., documents pertaining to Defendant's policies and
17 procedures, personnel documents, wage statements, time records, among others) and conducted an
18 extensive analysis and extrapolation of the sampling of class-wide data provided by Defendant.
19 Plaintiffs' counsel respectfully submits that their experience and effort in investigation and analysis
20 made it possible to exercise informed judgment throughout the settlement process,

21 25. Based on our experience in other cases, including wage and hour matters, I believe I
22 am qualified to evaluate the class claims and viability of defenses in this class action. In this case,
23 the recovery for each Settlement Class Member is reasonable, fair and adequate, and a settlement at
24 this time is in the best interest of the Settlement Class. The Settlement provides each Settlement
25 Class Member with compensation for the alleged violations when viewed in relation to the costs and
26 risks inherent in obtaining class certification and proceeding to trial.

1 26. Plaintiffs' counsel, as well as Defendant's counsel, fully endorse the terms and
2 conditions of the Settlement as set forth in the abovementioned Settlement Agreement.

3 27. Of course, the Settlement Amount represents a compromise figure, taking into
4 account the various risks surrounding class certification and the merits of Defendant's asserted
5 defenses. Nevertheless, the Settlement provides for significant, fair and adequate payments to the
6 Settlement Class Members, with no reversion to Defendant.

7 28. Plaintiffs seek a Service Award in an amount of \$10,000.00 each, which we believe
8 is fair and warranted given the excellent result obtained. Plaintiffs agreed to come forward in an
9 effort to effectuate a policy and practice change that benefitted all other Settlement Class Members,
10 and to recover unpaid wages and penalties. They assumed significant risk in bringing this litigation,
11 namely, had they lost, they would have been ordered to pay Defendant's costs.

12 29. Plaintiff Hallum provided invaluable assistance to the investigation and prosecution
13 of this case, including: providing factual background for the Complaints; reviewing the litigation
14 documents; providing information and documentation about Defendant's policies and practices;
15 remaining in consistent communication with Counsel and addressing issues as they arose; providing
16 information relevant to opposing Defendant's various motions; participating in phone calls to discuss
17 litigation and settlement strategy; reviewing the settlement documents; assisting with mediation
18 preparation and remaining available during mediation. Mr. Hallum agreed to participate in this case
19 with no guarantee of personal benefit. Yet, he moved forward with his class and PAGA actions to
20 advance the interests of the Class and hold Defendant accountable for their alleged Labor Code
21 violations. His comprehensive declaration setting forth all of the reasons why he believes that the
22 Service Award should be approved has been filed herewith.

23 30. When this case was taken on a contingency fee basis, with our firms agreeing to
24 assume responsibility for all litigation costs, the ultimate result was far from certain. In the course
25 of this litigation, we paid all costs including the filing fees, court costs, research/database fees,
26 mediation costs, and expert costs. There was never a guarantee that our firms would recoup these
27 expenditures.

31. It is our experience that attorneys' fee awards of one-third of a common fund settlement are the standard in California. Defendant does not oppose this fee request. The fee is further warranted because it is within the range of reasonableness typically awarded in class actions. Our firm's costs will not exceed \$60,000 and will be based on the actual amount incurred at the time of final approval.

32. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class, as well as preliminarily approve the requested attorneys' fees and costs, and service awards to the Class Representatives.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 21st day of December, 2023 at Irvine, California.


James R. Hawkins, Esq.