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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

THERESA BENDORF, JAVIER MARIN, and
KRISTY PRATHER, on behalf of themselves
and others similarly situated, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

v.

SEA WORLD LLC, a Delaware limited liability
company doing business as SEAWORLD SAN
DIEGO or AQUATICA SAN DIEGO;
SEAWORLD PARKS & ENTERTAINMENT,
INC., a Delaware corporation; and DOES 1
through 25, inclusive,

Defendants.

Lead Case No. 37-2021-00034922-CU-OE-CTL

Other Included Actions:

Case No. 37-2021-00036521-CU-OE-CTL
Case No. 37-2021-00049040-CU-OE-CTL
Case No. 37-2021-00047859-CU-OE-CTL
Case No. 37-2022-00001083-CU-OE-CTL

CLASS AND REPRESENTATIVE ACTION

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

Reservation No.:

Date: September 13, 2024

Time: 1:30 p.m.

Department: C-69

Judge: Hon. Katherine A. Bacal

Complaint Filed: August 16, 2021

FAC Filed: October 26, 2023

Trial Date: Not Set

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Attorneys for Plaintiff JAVIER MARIN

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

2 1. I am an attorney admitted and licensed to practice law in the state of California. I am the
3 managing shareholder of James Hawkins APLC, counsel of record along with Farnaes & Lucio, APC
4 for Plaintiff Kristy Prather (“Prather”) in the matter of *Theresa Bendorf, et al. v. Sea World, LLC, et al.*,
5 San Diego Superior Court, Case No. 37-2021-00034922-CU-OE-CTL. I am thoroughly familiar with,
6 and have personal knowledge of, the facts set forth herein, except if otherwise stated. If called as a
7 witness, I could and would competently testify to the information set forth below.

8 2. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class and PAGA
9 Action Settlement and Request for Award of Attorneys’ Fees, Costs, and Class Representative Service
10 Payments.

11 **CLASS COUNSEL’S FEES AND COSTS ARE REASONABLE**

12 3. The Settlement Agreement permits Class Counsel to request that the Court award: (a) attorneys’
13 fees in the amount of one-third of the Gross Settlement Amount, or \$1,166,666.67; and (b) actual
14 litigation costs incurred in an amount not to exceed \$35,000.

15 4. I believe that Class Counsel’s request for \$1,166,666 in attorneys’ fees and reimbursement of
16 litigation costs is fair, reasonable and appropriate in light of the amount of work performed, the benefits
17 conferred upon the Class Members, PAGA Members, the State of California and the general public, the
18 complexity of issues involved, and the associated risks borne by Class Counsel in prosecuting this
19 matter on pure a contingency basis.

20 5. Class Counsel have entered into a written Joint Prosecution and Fee Sharing Agreement,
21 dividing any fee award as follows: 15.7143% to Blackstone Law, APC; 42.14285% to Farnaes & Lucio,
22 APC and James Hawkins, APLC; and 42.14285% to Diversity Law Group, Polaris Law Group LLP, and
23 Law Office of Choi & Associates. Plaintiffs have given their written consent to the fee-sharing
24 agreement.

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1 **A. Attorneys' Fees**

2 6. The proposed settlement is an outstanding result for Class Members. Equity dictates that those
3 members of the Class who benefit from this settlement should contribute a pro rata share toward the
4 payment of attorneys' fees that brought about the settlement.

5 7. In my experience, plaintiffs in employment litigation cases are typically unable to pay their
6 attorneys on an hourly basis and can only obtain representation if they can find counsel who are willing
7 to accept their case on a contingent basis and advance either all or a significant portion of the costs. To
8 that end, it is important that competent counsel is incentivized to bring complex and risky contingency
9 cases such as this by awarding attorneys' fees that are commensurate with the fees that the attorneys
10 would have received had they negotiated a fee arrangement with the class ex ante.

11 8. Unlike counsel for Defendants, who are paid an hourly rate and reimbursed for their expenses
12 on a regular basis, Class Counsel undertook this litigation on a contingent-fee basis, assuming a
13 significant risk that the litigation would yield no recovery for the substantial investment of time,
14 resources, and costs expended.

15 9. Here, the requested attorneys' fee award in the amount of one-third of the Gross Settlement
16 Amount constitutes a fair market charge to the Class for the benefits conferred by the settlement because
17 Class Counsel's skill in negotiating the settlement resulted in the substantial benefit that Class Members
18 will now share on a pro rata basis.

19 10. In making a fee request in complex class actions such as this, I always analyze the factors that a
20 court must consider in awarding attorneys' fees. I believe the circumstances in this case justify the
21 requested \$1,166,666 fee award because of: (a) the knowledge and skill that Class Counsel provided for
22 Plaintiffs and the Class; (b) the complexity of the issues involved in this litigation; (c) the amount of
23 work involved in achieving a substantial benefit for the Class Members by bringing the action to an
24 efficient resolution prior to trial; and (d) the associated risks borne by my firm by litigating this matter
25 on a purely contingency basis.

26 11. From the beginning, this case presented unique challenges for Plaintiffs, both factually and
27 legally, and liability was highly contested. While Defendant vigorously opposed Plaintiffs' claims, I
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1 believe that Class Counsel's knowledge and experience, combined with our persistent efforts, enabled us
2 to work through these issues and combat Defendant's defense strategy. I believe an award of one-third
3 of the Gross Settlement Amount represents fair compensation for the high quality of work performed
4 and results achieved.

5 12. We have assumed the risk and cost of this litigation since its inception in late-2021 on a pure
6 contingency basis. Along with co-counsel, my firm prepared and prosecuted the lawsuit, advanced costs,
7 and deferred payment of fees with no guarantee that any of the fees or litigation costs incurred would ever
8 be recovered. We were also precluded from taking other fee-generating employment, as this action
9 occupied a significant portion of my firm's time and resources.

10 13. The reasonableness of the requested \$1,166,666 attorneys' fee award is further supported by the
11 lodestar cross-check. Indeed, as noted in Plaintiffs' preliminary approval papers, there has been an
12 extraordinary amount of work performed by Class Counsel over the past few years.

13 14. My firm keeps contemporaneous billing detail logs, which reflect time billed in one-tenth of an
14 hour increments. My law firm's lodestar is \$87,570, which represents a total of 83.4 hours of work
15 performed. This lodestar includes time spent litigating this action from its inception through the date of
16 filing Plaintiffs' Motion for Final Approval, as well as an anticipated 5 hours of attorney time to be
17 spent preparing for and attending the Final Approval Hearing, overseeing the settlement distribution
18 procedure, responding to Class Members' inquiries over the next few months, and addressing any
19 potential issues regarding the redistribution of residue from any uncashed settlement payments.

20 15. The following is a summary of my activities in litigating this matter: review client intake; review
21 documents provided by client; conferences regarding claims and causes of action; review and revise
22 class action complaint and LWDA letter; review notice of removal and conference regarding remand;
23 review settlement agreement in related action; conferences regarding motion to intervene and objection
24 in related action; conferences regarding stipulation to stay; review correspondence regarding mediation
25 and data points; review class data and sampling documents produced by Defendant for mediation;
26 review and revise mediation brief; strategy regarding mediation; conferences regarding damages
27 analysis; prepare for and attend mediation; follow up negotiations through mediator; conferences with
28

1 co-counsel regarding settlement; conferences regarding settlement agreement and notice documents;
2 review motion for preliminary approval of settlement agreement; draft declaration in support of motion
3 for preliminary approval; review and revise motion for final approval and award of attorneys' fees and
4 costs; prepare declaration in support of motion for final approval and award of attorneys' fees and costs.

5 16. My hourly rate is \$1,050 per hour. My firm's billing rates are consistent with the prevailing
6 market rates for attorneys of comparable levels of experience, reputation, and expertise. See Wolters
7 Kluwer Real Rate Report attached to the declaration of Christina M. Lucio.

8 17. In addition, other trial courts have approved my firm's fee requests based on the same hourly
9 rates. *See, e.g., Benson v. F21 Opco, LLC*, San Diego Superior Court Case No. 37-2021-00024619-CU-
10 OE-CTL; *Robles, et al. v. Jetro Holdings, LLC, et al.*, San Diego Superior Court Case No. 37-2021-
11 00015414-CU-OE-CTL; *Hallum v. FCA US, LLC*, San Bernardino Superior Court Case No.
12 CIVDS1936782; *Santamaria v. Bright Horizons Children's Center, et al.*, San Bernardino Superior
13 Court Case No. CIVSB2210140; *Ventura v. Conduent Commercial Solutions, LLC*, Kern County
14 Superior Court Case No. BCV-22-102043-TSC; and *Wright v. CompuCom Systems, Inc.*, Riverside
15 Superior Court Case No. CVRI2205136.

16 18. All of the time referenced above was well spent on various aspects of litigating this case,
17 including the initial factual and legal investigation, drafting pleadings and motions, reviewing and
18 analyzing documents produced by Defendants, interviewing dozens of witnesses, preparing the damages
19 analysis and mediation brief, participating in private mediation, negotiating the terms of the finalized
20 Settlement Agreement, moving for preliminary approval, monitoring the Class Notice process,
21 responding to Class Member inquiries, and assisting in the preparation of the motion currently before the
22 Court.

23 19. Now, having investigated, analyzed and overcome the obstacles mounted against Plaintiffs'
24 claims and negotiated a settlement on behalf of Class Members, Class Counsel should be compensated
25 with a fee award that properly and reasonably compensates Class Counsel for these efforts.

26 20. I respectfully request that the Court issue an order granting final approval of the requested
27 attorneys' fees award of \$1,166,666.

B. Litigation Costs

21. James Hawkins APLC seeks reimbursement in the amount of \$12,206.65 for its share of costs and expenses incurred in connection with this action. My firm's litigation costs include filing fees, service fees, court fees, expert fees, and mediation fees. Attached hereto as **Exhibit 1** is a true and correct copy of my firm's matter billing detail.

22. These amounts represent all of my firm's out-of-pocket expenses. All costs incurred were necessary to the prosecution of this action, would normally have been billed to a client paying for my firm's services on a non-contingency basis, and are reasonable for a case such as this, in which substantial discovery and investigation occurred over the course of three years.

23. I have reviewed the billing and expenses described above and certify to the Court that these records accurately reflect the work reasonably and necessarily performed, and the expenses reasonably incurred, in connection with the litigation of this matter.

24. I respectfully request that the Court issue an order awarding Class Counsel's actual litigation costs.

CLASS COUNSEL'S CLASS ACTION EXPERIENCE

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

26. From 1997 to 2007, I was a named partner at Hawkins & Sofonio, a law firm based out of Irvine, California. At Hawkins & Sofonio, I pioneered the employment department litigating plaintiff related employment issues such as: Wrongful Termination, Age Discrimination, Disability, Wage and Hour and Sexual Harassment claims. Through the success and experience I obtained litigating employment related

1 matters, I commenced litigating Wage and Hour Class Actions in 2002. Since then, I have spent the vast
2 majority of my practice litigating Wage and Hour Class Actions.

3 27. In 2007, I incorporated my wage and hour class action practice as James Hawkins, APLC. Since
4 its inception, this law firm has been exclusively involved in class action and complex litigation. In 2009,
5 I opened an additional office in Miami, Florida, prosecuting wage and hour class actions. Since 2002, I
6 have been lead or co-lead counsel in hundreds of class action cases.

7 28. Although not an all-inclusive list, the following cases sets forth many of the class actions which I
8 have handled as lead and/or co-lead counsel over the years: Mojica v. Compass Group, Inc., et. al.
9 USDC Central District, Case No. 8:13-cv-01754; Dao v. 3M Company, et al. USDC, Central District,
10 Case No. CV-08-04554; Ortiz v. Kmart, USDC, Central District, Case No. SACV 06-638 ODW;
11 Morgan v. Aramark Campus, LLC, USDC, Central District, Case No. SACV08-00412; West v Iron
12 Mountain Information Management, Inc, et. Al, Los Angeles County Superior Court, Case No.
13 BC393709; Gonzalez v. Superior Industries International, Inc., et al., Los Angeles County Superior
14 Court, Case No. BC 357912; Acosta v. Fleetwood Travel Trailers of California, Inc., et al., Riverside
15 County Superior Court, Case No. RIC 440630; Walker v. Sharkeez, et al., Orange County Superior
16 Court, Case No. 05CC00293; Padron v. Universal Protection Service, et al., Orange County Superior
17 Court, Case No. 05CC00013; Martinez v. Securitas Security Services USA, et al., Santa Clara Superior
18 Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460; Velasquez-Lopez v. Hotel Cleaning Services,
19 Inc. et al., Riverside Superior Court, Case No. RIC 420909; Ruiz, et al. v. Unisourse Worldwide, Inc., et
20 al., USDC, Central District, Case No. CV09-05848; Herrador v. Culligan International Company, et al.,
21 USDC, Central District, Case No. SACV 08-680; Defries v. Domain Restaurants, et al., Orange County
22 Superior Court, Case No. 05CC00128; Denton v. BLB Enterprises, Inc., et al., Orange County Superior
23 Court, Case No. 07CC01292; Rios v. Sandberg Furniture Manufacturing Co., Inc, et al., Los Angeles
24 Superior Court, Case No. BC411477; McMurray v. Dave and Busters, Inc., et al., Orange County
25 Superior Court, Case No. 06CC00099; Osuna v. DFG Restaurants, Inc., et al., Los Angeles Superior
26 Court, Case No. BC 330145; Burns v. Gymboree Operations, Inc., et al., San Francisco Superior Court,
27 Case No. CGC-07-461612; Willems v. Diedrich Coffee, Inc., et al., Orange County Superior Court,
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1 Case No. 07CC00015; Davila, et al. v. Beckman Coulter, Inc., et al., Orange County Superior Court,
2 Case No. 07CC01347; Perez v. Naked Juice Company of Glendora, Inc., Los Angeles Superior Court,
3 Case No. BC387088; Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour
4 Cases, Los Angeles Superior Court, Case No. JCCP 4545; Placencia v. Amcor Packaging Distribution,
5 Inc., Orange County Superior Court, BC495527; Galvan v. Goodwin Co., Orange County Superior
6 Court, Case No. 30-2013- 00637062-CU-OE-CXC; Reyes v. Bristol Fiberlite, Orange County Superior
7 Court, Case No. 30-2013-00653425-CU-OE-CXC; Gutierrez v. HMT Tank, USDC Central Dist., Case
8 No. CV14-1967-CAS(MANx); Williams v. Il Fornaio America Corp., Sacramento County, Case No. 34-
9 2011-0009616; Aguilar v. 7-Eleven, Inc., Orange County, Case No. 30-2009-002687141-CU-OE-CXC;
10 Madrigal v. Huntington Beach Market Broiler, Inc., Orange County, Case No. 30-2012-00611260; Vang
11 v. Jazz Semiconductor, Inc., Orange County, Case no. 30-2011-00460278; Cano v. Financial Statement
12 Services, Inc., Orange County, Case No. 30-2013-00653349-CU-OE-CXC; Gonzalez v. Quality
13 Aluminum Force, LLC, Orange County, Case No. 30-2015-00817941-CU-OE-CXC; Smith v. Space
14 Exploration Technologies Corp., Los Angeles County Case No. BC554258; Madrigal v. Balda C
15 Brewer, Inc., 30-2015-00820218-CU-OE-CXC.

16 **THE CLASS REPRESENTATIVE SERVICE PAYMENTS ARE REASONABLE**

17 29. The Settlement Agreement provides that Plaintiffs may request a Service Payment in addition to
18 any payments that Plaintiff are entitled to as Class Members and PAGA Members. The amount of the
19 Service Payments were disclosed to the members of the Settlement Class in the Class Notice.

20 30. Based on my experience, it is my opinion that the requested Service Payment to Plaintiff Prather
21 is reasonable and warranted in light of the time and effort she spent working on this case and the benefit
22 her efforts conferred upon the Class. Plaintiff spent a significant amount of time over the past three years
23 assisting her counsel with its investigation. Plaintiff kept in regular contact with my and my co-counsel's
24 office, provided relevant and helpful information throughout this litigation, and timely responded to all
25 communications.

26 31. The requested \$5,000 Service Payment to Plaintiff Prather is fair and reasonable when compared
27 to the payments approved in similar cases with which I am familiar. In total, the Service Payments to all
28

1 Plaintiffs represent less than 1% of the Gross Settlement Amount and are well within the acceptable
2 range awarded in similar cases.

3 32. My firm spent a considerable amount of time communicating and working with Plaintiff Prather,
4 who provided factual information and documentation that was critical to our understanding of the case,
5 which helped my firm prepare the complaint and pleadings in this litigation. Plaintiff took the time to
6 explain Defendants' policies and practices related to the claims raised in the lawsuit, which were
7 instrumental in understanding the claims and defenses asserted in the litigation. All of this was used in
8 solidifying arguments used to negotiate a fair and reasonable settlement at mediation.

9 33. Plaintiff Prather has been involved in all stages of the litigation, has worked diligently to
10 represent the members of the Settlement Class and has put the interest of the Class above her own self-
11 interest. At all times, she has remained cognizant of her obligations and duties to the other Class
12 Members.

13 34. Plaintiff Prather also assumed the risk of an adverse judgment and the financial responsibility of
14 such a judgment by bringing and maintaining this litigation. By stepping forward and attaching her name
15 to this litigation, Plaintiff jeopardized, and continues to jeopardize, the availability of prospective
16 employment because her name is now associated with employment litigation, particularly in the internet
17 age, where prospective employers may easily discover such information with a simple Google search.

18 35. Furthermore, under the terms of the settlement, Plaintiff signed a general release as to all
19 potential claims she may have against Defendant, an expansive release that is not required of other Class
20 Members.

21 36. In my experience, there are few individuals who are willing to come forward to serve as a named
22 representative and to provide the hard work, diligence and personal financial risk that may come with
23 undertaking such role. Plaintiff's refusal to waiver in her decision to prosecute this case demonstrates
24 that she, at all times, has acted in the best interest of the members of the Class.

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1 37. The requested \$5,000 Service Payment to Plaintiff Prather is fair and reasonable in light of the
2 time and effort she spent working on this case and the benefit his efforts conferred upon the Class.
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4 Dated: August 21, 2024

JAMES HAWKINS APLC

5
6 By:

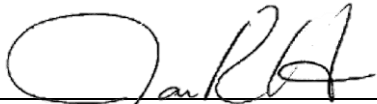

James R. Hawkins
Attorneys for Plaintiff KRISTY PRATHER

Exhibit 1

Matter Billing Detail

Report Date: 8/19/2024
Report Time: 11:59AM
Page: 1 of 2
User ID: R. Hawkins

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 08/19/2024
Client: SEAWORLD - Janeen Jones
Matter: SEAWORLD - SeaWorld LLC- Janeen Jones v. SeaWorld

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
11/19/2021	CRT	Court Documents Documents for 37-2018-00057055	\$68.88		Unbilled				
11/19/2021	ONE	One Legal Services- Complaint,Civil Case Cover Sheet,Original Summons In#03677066	\$1,489.69		Unbilled				
11/30/2021	CRT	Court Documents Case No: 37-2018-00057055-CU-OE-CTL ROA-88,94,99,109	\$15.20		Unbilled				
12/22/2021	CRT	Court Documents - 10.15.2021 Decl of Parker ISO Intervenor Bendorf's Mtn for Leave to Intervene	\$13.80		Unbilled				
01/14/2022	FST	First Legal Network - process branch same day, complaint, initial docs, ntc, ADR (2) IN #30185317	\$145.84		Unbilled				
01/24/2022	ONE	One Legal Services- Proof of Service- In#03805525	\$12.35		Unbilled				
07/19/2022	MED	Mediation Services- Jones v. Sea World, et al- Additional Fee CK#10137	\$1,000.00		Unbilled				
07/28/2022	MED	Mediation Services CK#9864 IN#23958	\$9,000.00		Unbilled				
08/22/2022	CRT	Court Documents - 08.22.22 Supp. Declaration of Admin	\$13.40		Unbilled				
08/22/2022	CRT	Court Documents - 08.22.22 Declaration re Ntc & Settlement Admin	\$7.50		Unbilled				
05/25/2023	ONE	One Legal Services - Case Management Statement- in#05021790	\$13.33		Unbilled				
11/02/2023	ONE	One Legal Services - Case Management Statement- In#05465261	\$13.33		Unbilled				
04/12/2024	ONE	One Legal Services - Motion for Preliminary Approval and Supporting documents- In#05912623	\$77.16		Unbilled				
04/12/2024	ONE	One Legal Services-Case Management Statement - In#05910702	\$15.39		Unbilled				
06/07/2024	COU	Courier Charges	\$40.00		Unbilled				
06/13/2024	ONE	One Legal Services - Notice of Ruling - In#06119295	\$15.39		Unbilled				
06/13/2024	ONE	One Legal Services - Order- in#06117622	\$15.39		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
08/19/2024	FIL	Filing Fee - Motion for Final Approval, Supplemental Documents, Order granting Final Approval, Admins Decl re Disbursement.	\$250.00		Unbilled				
Total:			\$12,206.65	\$0.00					
Balance:			\$12,206.65						
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 : -----			\$12,206.65						
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						