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Attorneys for Plaintiffs and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

ALEXIS BOBBITT and LUCIA LOPEZ, on
behalf of themselves, the State of California,
and on behalf of similarly aggrieved
employees,

Plaintiffs,

v.

AURORA VISTA DEL MAR, LLC, a
California Limited Liability Company; and
DOES 1-50, inclusive.

Defendant.

CASE NO.: 56-2022-00563179-CU-OE-VTA

Assigned to the Hon. Benjamin F. Coats

**DECLARATION OF JAMES R. HAWKINS
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Information:

Date: January 21, 2026

Time: 8:30 a.m.

Dept.: J4

1 **JAMES HAWKINS APLC**
James R. Hawkins (SBN 192925)
2 *james@jameshawkinsaplc.com*
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7 Attorneys for Plaintiffs and the Aggrieved Employees

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1 5. In 2007, I incorporated my wage and hour class action practice as James Hawkins
2 APLC. Since its inception, this law firm has been exclusively involved in class action and complex
3 litigation. In 2009, I opened an additional office in Miami, Florida, prosecuting wage and hour class
4 actions.

5 6. I have a great deal of experience in wage and hour class action and representative action
6 litigation. I have obtained certification of numerous classes and have obtained resolutions of
7 numerous other class actions and representative actions. I have also been approved as class counsel
8 in many other wage/hour class actions, and I am currently litigating numerous others. Although not
9 an all-inclusive list, over the years I have prosecuted the following class action matters as lead and/or
10 co-lead counsel, all of which implicated similar law and facts to those associated with this action:

11 7. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court Case No.: 30-2009-
12 00268714-CU-OE-CXC.

13 a. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT- Case No.:
14 09-cv-0168.

15 b. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-04554.

16 c. *Ortiz v. Kmart, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.*

17 d. *Morgan v. Aramark Campus, LLC, USDC, CENTRAL DISTRICT, Case No. SACV08-*
18 *00412.*

19 e. *West v Iron Mountain Information Management, Inc, et. al.; Los Angeles County Superior*
20 *Court, Case No. BC393709.*

21 f. *Gonzalez v. Superior Industries Inter, Inc., et al., Los Angeles County Superior Court,*
22 *Case No. BC 357912.*

23 g. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al., Riverside County Superior*
24 *Court, Case No. RIC 440630.*

25 h. *Walker v. Sharkeez, et al., Orange County Superior Court, Case No. 05CC00293.*

26 i. *Padron v. Universal Protection Service, et al, Orange County Superior Court, Case No.*
27 *05CC00013.*

28 j. *Martinez v. Securitas Security Services USA, et al., Santa Clara Superior Court, Case No.*

- 1 105-CV047499, et al. J.C.C.P. No. 4460.
- 2 k. Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al., Riverside Superior Court, Case
- 3 No. RIC 420909.
- 4 l. Ruiz, et al. v. Unisource Worldwide, Inc., et al., USDC, CENTRAL DISTRICT, Case No.
- 5 CV09-05848.
- 6 m. Herrador v. Culligan International Company, et al., USDC, CENTRAL DISTRICT, Case
- 7 No. SACV 08-680.
- 8 n. Defries v. Domain Restaurants, et al., Orange County Superior Court, Case No.
- 9 05CC00128.
- 10 o. Denton v. BLB Enterprises, Inc., et al., Orange County Superior Court, Case No.
- 11 07CC01292.
- 12 p. Rios v. Sandberg Furniture Manufacturing Co., Inc, et al., Los Angeles Superior Court,
- 13 Case No. BC411477.
- 14 q. McMurray v. Dave and Busters, Inc., et al., Orange County Superior Court, Case No.
- 15 06CC00099.
- 16 r. Osuna v. DFG Restaurants, Inc., et al., Los Angeles Superior Court, Case No. BC 330145.
- 17 s. Burns v. Gymboree Operations, Inc., et al., San Francisco Superior Court, Case No.
- 18 CGC-07-461612.
- 19 t. Willems v. Diedrich Coffee, Inc., et al., Orange County Superior Court, Case No.
- 20 07CC00015.
- 21 u. Davila, et al. v. Beckman Coulter, Inc., et al., Orange County Superior Court, Case No.
- 22 07CC01347.
- 23 v. Perez v. Naked Juice Company of Glendora, Inc., Los Angeles Superior Court, Case No.
- 24 BC387088.
- 25 w. Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases,
- 26 Los Angeles Superior Court, Case No. JCCP 4545.
- 27 x. Placencia v. Amcor Packaging Distribution, Inc., Orange County Superior Court, Case
- 28 No. 30-2013-00694012-CU-OE-CXC.

- 1 y. *Trani v. Lisi Aerospace, et al.*, Los Angeles Superior Court, Case No. BC495527.
- 2 z. *Galvan v. Goodwin Co.*, Orange County Superior Court, Case No. 30-2013-00637062-
- 3 CU-OE-CXC.
- 4 aa. *Reyes v. Bristol Fiberlite*, Orange County Superior Court, Case No. 30-2013-00653425-
- 5 CU-OE-CXC.
- 6 bb. *Gutierrez v. HMT Tank*, USDC Central Dist., Case No. CV14-1967-CAS(MANx).
- 7 cc. *Williams v. Il Fornaio America Corp.*, Sacramento County, Case No. 34-2011-0009616.
- 8 dd. *Aguilar v. 7-Eleven, Inc.*, Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- 9 ee. *Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case No. 30-2012-
- 10 00611260.
- 11 ff. *Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-00460278.
- 12 gg. *Cano v. Financial Statement Services, Inc.*, Orange County, Case No. 30-2013-00653349-
- 13 CU-OE-CXC.
- 14 hh. *Gonzalez v. Quality Aluminum Force, LLC*, Orange County, Case No. 30-2015-
- 15 00817941-CU-OE-CXC.
- 16 ii. *Smith v. Space Exploration Technologies Corp.*, Los Angeles County Case No. BC554258.
- 17 jj. *Madrigal v. Balda C Brewer, Inc.*, Orange County Case No. 30-2015-00820218-CU-OE-
- 18 CXC.
- 19 kk. *Mendez v. Liberty Glass Fabricators, Inc.*, Riverside County Case No. RIC 1800119.
- 20 ll. *Attia v. Neiman Marcus Group, Inc.*, United States District Court for the Central District
- 21 of California Case No. 8:16-cv-001504-DOC-FFM
- 22 mm. *Vigueras v. Red Robin*, United States District Court for the Central District of
- 23 California Case No. 8:17-cv-1422-JVS-DFM.
- 24 nn. *Payne v. Marriott Ownership Resorts, Inc.*, San Diego County Case No. 37-2018-
- 25 00015175-CU-OE-CTL.

26 8. In sum, my firm has been the lead or co-lead counsel in hundreds of cases since its

27 inception. We have recovered hundreds of millions of dollars for employees in the State of California

28 and millions for the State as well through PAGA.

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

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

19 11. Even more recently, our office along with co-counsel filed an appeal in the 9th circuit
20 in *Valiente, et. al. vs. Swift Transportation Co. of Arizona*, Case No. 21-55456, challenging the
21 retroactive application of The Motor Vehicle Safety Act, 49 U.S.C. § 31141 preemption of California
22 meal and rest periods laws as applied to commercial drivers.

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

13. Based on our experience, demonstrated competence, resources to prosecute the claims at issue and reputation among our colleagues in the both the defense and plaintiffs' bar, I respectfully submit our firm's experience in the field of wage and hour cases provides us the ability to prosecute claims swiftly and often times without the need for protracted litigation.

BACKGROUND AND PROCEDURAL HISTORY

14. On January 6, 2023, Plaintiff Lopez filed her original class action lawsuit against Defendants alleging the following causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide lawful meal periods; (45) failure to authorize and permit rest periods; (5) failure to timely pay wages during employment; (6) failure to timely pay wages owed upon separation from employment; (7) failure to reimburse necessary expenses; (8) knowing and intentional failure to comply with itemized wage statement provisions; and (9) violation of unfair competition law.

15. Also on January 6, 2023, Plaintiff Lopez provided notice to the Labor and Workforce Development Agency (“LWDA”) of her intent to pursue civil penalties against Defendants for the same alleged Labor Code violations pursuant to Labor Code § 2698, et seq.

16. On March 15, 2023, Plaintiff Lopez filed her First Amended Complaint adding a cause of action under PAGA.

17. On April 27, 2023, the Parties stipulated to dismiss Plaintiff Lopez's class claims, submit her individual claims to arbitration, and stay the PAGA representative claims.

18. On or about August 7, 2023, Plaintiff initiated arbitration before JAMS.

19. During the arbitration proceedings, Plaintiff Lopez propounded written discovery, including Requests for Admission, Requests for Production, and Special Interrogatories. Respondent provided written responses and produced various documents, including its cell phone, meal and rest break, paid time off, and vacation policies; documents regarding scheduling and assignments for nursing personnel; and time and pay records for Plaintiff.

MEDIATION

20. In an effort to explore a global resolution, the Parties agreed to jointly mediate *Alexis Bobbitt v. Aurora Vista Del Mar LLC*, Ventura Superior Court Case No. 56-202100561558-CU-OE-

1 VTA and *Lucia Lopez v. Aurora Vista Del Mar, LLC et al.*, Ventura Superior Court Case No. 56-
2 2023-00574248-CU-OE-VTA.

3 21. The parties selected David Phillips, Esq. to serve as neutral mediator.

4 22. In advance of mediation, the Parties engaged in an informal exchange of relevant
5 information and documents. Defendant produced policy documents and a sampling of time and
6 payroll records, which enabled PAGA Counsel to conduct a thorough analysis of liability exposure,
7 identify representative violations, and formulate damages and penalties model. As part of this
8 informal discovery, PAGA Counsel analyzed issues including, but not limited to, meal and rest period
9 violations, regular rate miscalculations, expense reimbursements, wage statement violations, and late
10 payment penalties. Plaintiffs also reviewed applicable policies, practices, and pay data to evaluate the
11 risks and potential recovery at trial. Defendant provided a 20% sampling of data and information
12 regarding 400 Aggrieved Employees during the relevant time period.

13 23. Following these efforts, the Parties participated in a full-day mediation on May 2, 2025,
14 before David Phillips, Esq., a respected and experienced mediator of complex wage and hour class
15 and PAGA actions. With the mediator's assistance, the Parties reached a negotiated resolution of the
16 claims asserted in this action. The Parties thereafter memorialized the material terms in a formal
17 Private Attorneys General Act Settlement Agreement, which is now presented to the Court for review
18 and approval. Pursuant to a stipulation by the parties and the order executed by this Court, on July
19 21, 2025, Plaintiff Bobbitt filed a First Amended Representative Action Complaint ("Operative
20 Complaint") asserting an additional claim for failure to pay overtime wages based on an invalid
21 Alternative Workweek Schedule. Subsequently, pursuant to the stipulation of the parties, both matters
22 were deemed consolidated.

23 24. Based upon my experience and after factoring in the risks explained in my co-counsel's'
24 declarations, I believe that the proposed Settlement is fair and reasonable. As such and for the reasons
25 set forth below, I believe that the Settlement should be approved.

26 25. This experience helps assess the reasonableness of settlements such as the one at issue here.
27 Based on my years of experience representing plaintiffs in wage and hour cases, including PAGA
28 representative and class actions, the Settlement herein is fair, adequate, and reasonable under the facts

1 and law applicable to this case.

2 **THE ATTORNEYS' FEES AND LITIGATION COSTS REQUESTED**

3 26. As part of the Settlement, the Parties have agreed that Plaintiffs will request a PAGA
4 Counsel Fees Payment in an amount not to exceed one-third of the Gross settlement amount. Here,
5 PAGA Counsel is seeking one-third (33.33%) of the Gross Settlement Amount, thus \$60,000, subject
6 to court approval, plus actual litigation costs.

7 27. Pursuant to a joint prosecution and fee-sharing agreement between the three law firms
8 representing Plaintiffs, and as consented to in a signed writing by Plaintiffs (the "JPA"), the firms
9 will split the award for attorneys' fees 42.50% to the Bokhour Law Group, P.C., 42.5% to Falakassa
10 Law, P.C., and 15% to James Hawkins, APLC. As to costs, the JPA states that the two firms will be
11 reimbursed in full to the extent possible for their respective costs actually incurred.

12 28. Because most individuals cannot afford to pay for representation in litigation on an hourly
13 basis, James Hawkins APLC represents virtually all its employment law clients on a contingency fee basis,
14 including Plaintiff Lopez in this matter. Pursuant to this arrangement, we are not compensated for our time
15 unless we prevail at trial or successfully settle our clients' cases. Because James Hawkins APLC is taking
16 the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we
17 cannot afford to represent an individual employee on a contingency basis if, at the end of our representation,
18 all we are to receive is our regular hourly rate for services. It is essential that we recover more than our
19 regular hourly rate when we win if we are to remain in practice so as to be able to continue representing
20 other individuals in civil rights employment disputes.

21 29. My office invested significant time and resources into the case, with payment deferred to
22 the end of the case, and then, of course, contingent on the outcome. My office's efforts have included, and
23 will include following preliminary and final approval, without limitation, the following:

- 24 a. Numerous interviews with Plaintiff Lopez and review of documents provided by her;
25 b. Legal research and investigation regarding Defendants' business and employment
26 practices at numerous points in the litigation;
27 c. Preparation and submission of Plaintiff Lopez's PAGA notice letter;

- d. Preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent amended complaints;
- e. Extensive meet and confer correspondence and discussions with Defense Counsel regarding arbitration and dismissal of class claims;
- f. Drafting, finalization, and filing of demand for arbitration;
- g. Drafting and responding to formal discovery including Requests for Admission, Requests for Production of Documents, and Special Interrogatories;
- h. Research and preparation of Plaintiffs' mediation brief;
- i. Analysis of the discovery production and preparation of a damages models with the aid of a statistics expert;
- j. Attendance and active participation at mediation;
- k. Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement;
- l. Preparation of the motion for approval and the accompanying filings;
- m. Anticipated preparation for and attendance at the approval hearing;
- n. Anticipated conferring with Defense Counsel and the Administrator regarding the administration;
- o. Anticipated monitoring of the distribution of funds following approval.

30. The lodestar for James Hawkins APLC is summarized in the following table:

Lodestar Summary

	Experience	Hourly Rate	Total Hours	Lodestar
James Hawkins	28 years	\$1,050	15.2	\$15,960.00
Christina Lucio	18 years	\$775	23.7	\$18,367.50
Mitchell Murray	13 years	\$750	25.3	\$18,975.00
Paul Brown	3 years	\$500	32.4	\$16,200.00
TOTAL				\$69,502.50

31. The billed hours represent time spent on tasks essential to the litigation and settlement. The standard hourly rates for PAGA Counsel - ranging from \$500 to \$1050 for attorneys - are reasonable. PAGA Counsel's rates align with those charged by experienced wage and hour

1 lawyers practicing on a national scale and fall within the range approved by courts in similar
2 circumstances. The 2024-2025 Adjusted Laffey Matrix sets forth hourly rates from \$437 to \$1057
3 for attorneys with similar experience levels. (<http://www.laffeymatrix.com/see.html>); see also
4 *Laffitte v. Robert Half International, Inc.*, 1 Cal. 5th 480, 504-05 (2016) (holding that the court may
5 consider various factors in determining the reasonableness of the fees); *PLCM Group v. Drexler*,
6 22 Cal. 4th 1084, 1096-97 (2000) (using prevailing hourly rate in community for comparable legal
7 services even though party used in-house counsel). We respectfully submit that our hourly rates
8 are reasonable in light of the hourly rates charged in the marketplace for comparable skill, years of
9 experience and services

10 32. The actual litigation costs incurred by James Hawkins APLC to date is \$3,063.36.
11 Attached hereto as **Exhibit 1** is a true and correct itemization of our costs.

12 I declare under the penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct. Executed this 21 day of October 2025, at Irvine, California.
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20 James R. Hawkins
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Exhibit 1

Matter Billing Detail

Report Date: 10/16/2025
Report Time: 2:21PM
Page: 1 of 2
User ID: Gonzales

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 10/16/2025
Client: AURORAVISTA - Lucia Lopez
Matter: AURORA VISTA DL - Aurora Vista Del Mar LLC- Lucia Lopez

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
01/06/2023	FIL	Filing Fee - LWDA Filing Fee for Plaintiff Lucia Lopez	\$75.00		Unbilled				
01/06/2023	POS	Postage - LWDA Ntc mailed out via cert mail to 2 agents	\$19.30		Unbilled				
01/06/2023	FST	First Legal Network - E-Filing - Class complaint and Initial Docs, Process Serve - Class Complaint and Inital Docs IN# 30224217	\$1,804.05		Unbilled				
01/30/2023	FST	First Legal Network - E- Filing - Proof of Service (2) IN# 30227367	\$71.50		Unbilled				
02/27/2023	FST	First Legal Network - E-Filing - Proof of Service (2), First Amended Complaint, Filing - Notice and Acknowledgment IN# 30230586	\$172.00		Unbilled				
04/28/2023	FST	First Legal Network - E-Filing - Joint Stip, Decl, POS IN# 30237327	\$65.05		Unbilled				
09/12/2023	ARB	Arbitration FEE- Demand for Arbitration Lucia Lopez (visa card)	\$411.96		Unbilled				
09/15/2023	FST	First Legal Network - Filing - Joint CM Statement IN# 30252348	\$117.00		Unbilled				
09/23/2024	LDS	Legal Document Server - Filing -Joint Case Management Statement IN# 10417544	\$95.00		Unbilled				
09/26/2024	LDS	Legal Document Server - Filing - Notice of Remote Appearance, Conformed Copy IN# 10433755	\$95.00		Unbilled				
12/17/2024	CCL	Court Call-09/20/2024-SC	\$72.00		Unbilled				
03/18/2025	LDS	Legal Document Server - E-Filing - CM Statement IN# 11543387	\$30.25		Unbilled				
09/22/2025	LDS	Legal Document Server - EFiling - CM Statement In# 12929064	\$35.25		Unbilled				
		Total:	\$3,063.36	\$0.00					
		Balance:	\$3,063.36						

Matter Billing Detail

Report Date: 10/16/2025
Report Time: 2:21PM
Page: 2 of 2
User ID: Gonzales

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 : - - - - -			\$3,063.36						
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						