

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff RONALD MEJIA,
individually and on behalf of all others similarly situated

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

RONALD MEJIA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SUNBELT RENTALS, INC., a North
Carolina Corporation; and DOES 1-10,
inclusive,

Defendant.

CASE NO.: 22STCV10099 (LEAD);
22STCV17704

Hon. William F. Highberger
Dept. 10 (Spring Street)

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

Date: July 31, 2025
Time: 10:00 a.m.
Dept.: 10

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 Ronald Mejia (hereinafter referred to as “Plaintiff” or “Class Representative”), who commenced this class and PAGA action on behalf of the Class Members and Aggrieved Employees. I submit this declaration in support of Plaintiff’s 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

2. On March 23, 2022, Plaintiff filed a putative class action against Sunbelt in the Superior Court for the County of Los Angeles. In his Class Action Complaint, Mejia alleges causes of action for (1) Failure to Pay Overtime and Minimum Wages under Labor Code §§ 510 and 1194; (2) Failure to Provide Meal Periods as Required by Labor Code §§ 226.7, 512 and IWC Wage Order; (3) Failure to Provide Rest Periods as Required by Labor Code §§ 226.7, 512; (4) Failure to Pay Timely Wages Under Labor Code § 203; (5) Failure to Provide Accurate Itemized Wage Statements as Required by Labor Code § 226; (6) Failure to Accurately Record and Pay Sick Leave as Required by Labor Code § 246; and (7) Violation of Business and Professions §17200, *et seq.*

3. On May 31, 2022, Mejia filed his PAGA Complaint against Sunbelt, also in Superior Court for the County of Los Angeles. Mejia seeks to recover civil penalties for violations of Labor Code sections 201-203, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and 2802.

4. The Court found that the two cases were related within the meaning of California Rules of Court, Rule 3.300(a), making the Class Action the lead case.

5. On June 11, 2024, Mejia and Sunbelt participated in mediation to reach a global class settlement of the Class and PAGA Actions. While the parties were not successful in

1 resolving the Lawsuits during the mediation, subsequent negotiations facilitated by mediator
2 Kristin Rizzo have resulted in the class-wide resolution of this matter and is intended to be the full
3 and final resolution of the Class and PAGA Actions.

4 6. On March 21, 2025, the Court granted preliminary approval of the Settlement and
5 consolidated the *Mejia* PAGA action under this matter's Case number (Case No. 22STCV10099).

6 **INVESTIGATION**

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

20 8. Since the filing of the complaint, the Parties have exchanged extensive formal and
21 informal discovery and engaged in numerous discussions regarding the factual and legal issues
22 surrounding this case. Throughout the litigation, Defendant produced thousands of pages of
23 information and thousands of lines of data, including policies, handbooks, payroll and time
24 records for approximately 25% of the class. Defendant also provided Plaintiff's personnel file,
25 records regarding documents identifying the non-exempt positions and information regarding the
26 number of employees holding these positions during the relevant time period. Defendant also
27 provided substantial information concerning the total number of potential class members, the
28 payroll data at issue, and the applicable hourly rates, workweeks and pay periods, and other

1 summary data related to the alleged class. The Parties have conducted themselves in informed,
2 good faith arms-length negotiations after conducting discovery and exchanging extensive evidence
3 and information about the claims and defenses of this lawsuit through informal discovery, and
4 engaging in pre-mediation discussions, telephone conferences, and correspondence all aimed at
5 settling their dispute.

6 9. Plaintiff's Counsel also received relevant policies and procedures manuals which
7 covered a broad range of topics including, *inter alia*, employee clock-in policies and procedures,
8 attendance policies, meal periods/rest periods, overtime & premium pay, etc. The document and
9 data exchanges allowed Plaintiff's Counsel to fully assess the nature and magnitude of the claims
10 being settled, as well as the impediments to recovery, and ultimately enabled Plaintiff's Counsel to
11 make an independent assessment of the reasonableness of the settlement's terms.

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

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

28 12. As a result of the mediation, the Parties agreed to settle this matter for a Gross

1 Settlement Amount (“GSA”) of \$1,300,000. The settlement class is defined as all current and
2 former non-exempt employees of Sunbelt in California who were paid Paid Time Off (“PTO”) (as
3 denoted on an employee’s paystub with the pay code, “PTO”) at any time during the Class Period
4 i.e. March 23, 2018 through July 28, 2024. Defendant represents there are approximately 2,433
5 individuals in the Class Period. (Settlement Agreement ¶¶ 5,7).

6 13. By engaging in such a thorough investigation and evaluation of Plaintiff’s claims,
7 Plaintiff’s Counsel can opine that the Settlement, for the consideration and on the terms set forth
8 in the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class
9 Members in light of all known facts and circumstances, including the risk of significant delay and
10 uncertainty associated with litigation, and various defenses asserted by Defendant.

11 **TERMS OF SETTLEMENT**

12 14. The \$1,300,000.00 GSA includes, without limitation, (1) automatic payments from
13 the Net Settlement Amount to all Class Members who do not opt out; (2) attorneys’ fees in the
14 amount of up to \$433,333.33 and reimbursement of litigation costs and expenses in the amount of
15 25,341.10 to Class Counsel (“Attorneys’ Fees and Costs” or “Class Counsel Award”); (3) Service
16 payment to Plaintiff in the amount of up to \$7,500.00 (“Service Payment”); (4) fees and expenses
17 of administration of the Settlement to the Settlement Administrator in an amount not to exceed
18 \$19,950.00 (“Settlement Administration Costs”); (5) the twenty-five percent (25%) share of the
19 PAGA Penalties to be a part of the Net Settlement Sum that will be distributed to Class Members
20 in the PAGA Group in the amount of \$32,500.00; and (6) the seventy-five percent (75%) share of
21 PAGA Penalties (“LWDA Payment”) in the amount of \$97,500.00 to the California Labor and
22 Workforce Development Agency (“LWDA”).¹This is a non-reversion settlement. After
23 deductions, the Net Settlement Amount (“NSA”) is estimated to be approximately \$683,875.57.

24 **RISKS OF CONTINUED LITIGATION AND DAMAGE ANALYSIS**

25 15. Defendant denies any wrongdoing and denies liability with respect to the matters
26 alleged in the Complaint and believe that they have valid defenses to all of Plaintiff’s claims.

27 ¹ The Motion for Preliminary approval along with a copy of the Settlement Agreement was filed with the
28 LWDA.

1 Defendant further contends that they complied with all wage and hour laws applicable to the
2 employment of Plaintiff and other Class Members. To date, no class has been certified and no
3 court has made any findings that Defendant engaged in any wrongdoing or in any wrongful
4 conduct, or otherwise acted improperly or in violation of any law, rule or regulation with respect
5 to any of the issues presented in this action. Defendant contends it implemented written policies
6 and maintained practices that complied with the requirements of the California Labor Code and
7 applicable California Wage Orders. Defendant contends all minimum wages, overtime wages,
8 and double time wages were paid in compliance with California law and applicable California
9 Wage Orders. In addition, an individualized investigation into the circumstances surrounding
10 failure to pay wages is warranted because such claims can only be decided on a case-by-case
11 basis, common issues do not predominate and class certification is neither superior nor proper.
12 Defendant contends that Plaintiff and Class Members were not subject to any bonuses or other
13 remuneration requiring recalculation of the regular rate for overtime and sick-pay payments.
14 Lastly, Defendant asserts it maintained a policy of no off the clock work, and the facts and
15 circumstances regarding off the clock were not supported in this case.

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

26 17. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiff
27 involved both in not prevailing on one or more of the causes of action or theories alleged in the
28 operative Complaint and in non-certification, and if successful, Defendant disputes of the ability

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

7 18. The GSA is well within the acceptable range of reasonableness for the claims of the
8 Settlement Class Members. Class Counsel built multiple liability models, each making different
9 assumptions about how a court might resolve various issues related to the calculation of penalties
10 and damages for the claims at issue. Explained below, after analysis and review of Defendant's
11 time and pay record production and other payroll data, Class Counsel estimates the overall
12 predicted realistic total recovery for the Class arising from the regular rate claims to be
13 approximately \$840,392.00. Class Counsel predicted realistic total recovery for the Class arising
14 from the PAGA claim to be approximately \$2,997,000.00.

15 19. Defendant's time keeping records, payroll records, and review of other relevant
16 data points, were analyzed to come up with a damage model to determine Defendant's exposure.
17 The predominant claims in this action arise from alleged violations of California law with respect
18 to Defendant's failure to and provide sick time cloaked in the form of Paid Time Off ("PTO"), pay
19 overtime wages at the correct regular rate, and failure to pay sick pay at the correct regular rate.,
20 Plaintiff alleges that these practices resulted directly from the implementation and enforcement of
21 Defendants' own policies and practices.

22 20. At the time of mediation, Plaintiff was provided data and information for
23 approximately 212,744 workweeks and 56,910 pay periods. Based on the due diligence of analysis
24 of the data and records produced and in consideration of the prior related settlements against
25 Defendant, the value of the claims in this matter rested in the claims associated with PTO and the
26 regular rate for overtime and sick-pay. Therefore these are the predominant claims contemplated
27 by the settlement and which serves as the basis of the Release in this matter. As a result, there are
28 an estimated 22,016 Impacted Pay Periods during the class period, and approximately 14,986 pay

1 periods during the PAGA Period. “Impacted Pay Periods” means those pay periods where a Class
2 Member and/or Aggrieved Employee was paid “PTO” (as denoted on the paystub with the pay
3 code, “PTO”, of each Class Member and/or Aggrieved Employee) during the Class and PAGA
4 Periods based on Defendant’s records; provided the allocation of Impacted Pay Periods shall be
5 subject to the following annual caps, which are consistent with the annual caps under Labor Code
6 § 246.

7 21. Through the payroll data provided to Plaintiff, it was determined that there was
8 approximately 2,502 payments made to the class that contained additional forms of remunerations
9 potentially not accurately captured into the employees’ regular rate. This resulted in the following
10 estimated maximum exposure for underpayments of the Class: (1) approximately \$389,755.00 of
11 overtime underpayments and (2) approximately \$450,637.00 of sick-pay underpayments, totaling
12 approximately \$840,392.00 of underpayments relating to overtime and sick-pay. Plaintiff will use
13 this maximum exposure for purposes of calculating the realistic total recovery.

14 22. Defendant contends Plaintiff could not successfully argue that derivative waiting
15 time penalties were owed. Further, Plaintiff would still face a difficult, if not impossible, hurdle to
16 overcome the willfulness threshold required by Labor Code section 203. Plaintiff evaluated and
17 considered the former Class Members who have separated from Defendant’s employ during the
18 Class Period. Plaintiff applied the three-year statute of limitations and argued that the employer’s
19 underlying violation was willful. Defendant disagreed with this analysis, with respect to the
20 “willfulness” prong and argued that Plaintiff could not show willfulness. The considerable risk
21 that Defendant could defeat certification and prevail on its defenses defeating any and all recovery
22 to the class warranted a compromise of the class claims. Similarly, Defendants contend that they
23 have complied with all such requirements with respect to payroll records and wage statements at
24 all times. Further, Plaintiff would still face a difficult, if not impossible, hurdle to overcome the
25 willfulness threshold required by Labor Code section 226. Defendant contends its practices have
26 been in compliance with applicable law as set forth above, and that Plaintiff has no basis for
27 asserting a claim under the UCL.

28 23. The maximum estimated exposure for the Labor Code section 203 claim was

1 calculated at \$10,644,359.00 (for approximately 1,458 employees). Similarly, the maximum
2 estimated exposure for the Labor Code section 226, premised on Defendant's failure to
3 incorporate hourly rates for PTO accrued, was calculated at approximately \$5,596,600.00 (for
4 approximately 1,888 employees). The maximum estimated exposure is likely to be reduced
5 significantly, by up to half the above stated values, when only the Impacted Pay Periods are taken
6 into account. Given the defenses asserted for the underlying regular rate, overtime, and sick pay
7 claims and the lack of evidence supporting the necessary "willfulness" prong for a Labor Code
8 section 203 claim, Class Counsel believes that there are significant hurdles to certification of the
9 Labor Code section 203 and Labor Code section 226 claims. As such, Plaintiff ascribes no realistic
10 exposure for purposes of calculating realistic total recovery. The maximum estimated exposure for
11 the PAGA claim was calculated at approximately \$2,997,000.00 in PAGA penalties (14,986
12 Impacted Pay Periods x \$200). Further, based on the policies and practices to date, while this
13 number may ultimately be substantially reduced under section 2699(e)(2), Plaintiff will use
14 maximum exposure for purposes of calculating the realistic total recovery.

15 24. Class certification was somewhat uncertain given the numerous hurdles necessary
16 under the California Supreme Court decision in *Brinker Restaurant Corp. v. Superior Court*.
17 Plaintiffs also considered Defendants' arguments that subsequent decisions citing and relying on
18 the U.S. Supreme Court decision in *Wal-Mart v. Dukes*, 564 U.S. 338 (2011) arguably made it
19 more difficult to certify a class in this case based upon the need to demonstrate that common
20 issues are superior and could be dealt with in "one stroke" and that the "trial by formula" (*Duran*
21 *v. U.S. Bank* (2014) 59 Cal.4th 1172) could not satisfy such requirements based upon due process
22 grounds. However, Plaintiff disagreed that the subsequent decisions citing *Walmart*, applied to
23 the facts in this case. Additionally, Plaintiff believes the cases denying certification are
24 distinguishable and that the facts in this case are more akin to the facts in cases where certification
25 had been granted, Class Counsel recognize the risk of an adverse finding on certification and
26 considered and weighed this risk in determining to settle and compromise these claims. Lastly,
27 Plaintiffs believe the decisions in *Sav-On Drug Stores, Inc. v. Sup. Ct.*, (2004) 34 Cal. 4th 319, 340
28 and *Bell v. Farmers Ins. Exchange*, (2004) 115 Cal. App. 4th 715 provide the applicable framework

1 for class certification trial by formula plans. See also *Duran v. Superior Court*, 2014 Cal. LEXIS
2 5569 (Cal. Aug. 13, 2014).

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

13 26. Based on the foregoing, Plaintiff's predicted realistic total recovery for the Class if
14 the matter proceeded through trial would be approximately \$3,837,392.00. As a result, the GSA of
15 \$1,300,000.00 represents approximately 34% of the realistic exposure for the claims at issue. This
16 recovery could easily be much lower if at trial there were no liability, PAGA penalties were
17 reduced or damages for certain Impacted Pay Periods could not be proven for certain individuals.
18 The proposed GSA is within the "ballpark of reasonableness" and should be approved. Counsel
19 for Plaintiff believe that this is a fair and reasonable Settlement in light of the complexities of the
20 case, the state of the law and uncertainties of class certification and litigation, the policies and
21 practices Defendants has had in place or implemented during the purported liability period, and
22 the benefit to be recovered for the Class. Given the risks inherent in litigation, this settlement is
23 fair, adequate, and reasonable and is in the best interests of the Settlement Class, and should be
24 preliminarily approved.

25 27. Based on the estimated Net Settlement Amount of **\$683,875.57**, provides on
26 average each Settlement Class Member with approximately **\$281.43** per Class Member. The
27 highest amount a Settlement Class Member will receive is approximately \$714.67 based upon the
28 employees' Impacted Pay Periods consistent with the annual caps under Labor Code § 246. The

lowest payment is estimated to be approximately \$31.07 based upon the employees' Impacted Pay Periods consistent with the annual caps under Labor Code § 246. To the extent any amount for Attorneys' Fees, Costs, Claims Administration Costs or Enhancements are not awarded, the difference in those amounts will be added to the NSA. This is a guaranteed amount of money paid to Settlement Class Members now, rather than the continued risk of further litigation and receiving no money sometime in the far future and after trial and appeals.

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

CLASS COUNSEL'S EXPERIENCE

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

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

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

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

- o ***Smith v. Space Exploration Technologies Corp.***, Los Angeles Superior Court, Case No. BC55429;
- o ***Cano v. Financial Statement Services, Inc.***, Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- o ***Mendez v. Liberty Glass Fabricators, Inc.***, Riverside County Superior Court Case No. RIC1800119;
- o ***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 ***O'Brien, et al. v. Cerida Investment Corp.***, Santa Clara Superior Court Case No. 21CV384527;
- o ***Gonzalez v. Quality Aluminum Forge, LLC***, Orange County Superior Court Case No. 30-2015-00817941;
- o ***Shay v. Apple, Inc.***, United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- o ***Milligan v. CWI, Inc.***, San Bernardino Superior Court Case No. CIVDS 2013999;
- o ***Aguilar v. LDI Mechanical, Inc.***, Riverside County Case No. RIC1610019;
- o ***Abron v. University Healthcare Alliance***, Alameda County Superior Court Case No. RG20066438;
- o ***Benson v. F21 Opco, LLC***, San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- o ***Allen v. Creative Stone Mfg., Inc.***, San Bernardino County Superior Court Case No. CIVSB2201498;
- o ***Santamaria v. Bright Horizons Children's Center***, San Bernardino County Superior Court Case No. CIVSB2210140;
- o ***Yniguez v. Airgas USA, LLC***, Los Angeles County Superior Court Case No. 20STCV18190;

- 1 o ***Cervantez v. Genuine Parts Company***, Los Angeles County Superior Court
2 Case No. 22STCV00981;
- 3 o ***Robles v. Jetro Holdings, LLC***, San Diego Superior Court Case No. 37-2021-
4 00015414-CU-OE-CTL;
- 5 o ***Hernandez v. Euromarket Designs, Inc.***, Santa Clara County Superior Court
6 Case No. 20CV3770922;
- 7 o ***Ayala v. Veg-Land, et al.***, Orange County Superior Court Case No. 30-2014-
8 00738775-CU-OE-CXC;
- 9 o ***Puente v. Sully-Miller Contracting Co.***, Orange County Superior Court Case
10 No. 30-2015-00792088-CU-OE-CXC;
- 11 o ***Garcia v. Revolution Foods, Inc.***, Los Angeles Superior Court Case No.
12 BC579142;
- 13 o ***Attaway, et al. v. Alliance Residential, LLC***, Santa Clara County Superior
14 Court Case No. 20CV365134;
- 15 o ***Bowman v. Delta Dental of California***, Alameda County Superior Court Case
16 No. RG21108230;
- 17 o ***Hernandez v. Burrtec Waste & Recycling Services, LLC***, United States
18 District Court for the Central District of California Case No. 5:21-CV-001490-
19 JWH-SP;
- 20 o ***Grant v. T-Mobile USA, Inc.***, United States District Court for the Central
21 District of California Case No. 2:21-CV-02268;
- 22 o ***Dawson v. Wonderful Pistachios and Almonds, LLC***, Kern County Superior
23 Court Case No. BCV-17-100848;
- 24 o ***Hamilton, et al. v. Michael Kors Stores (California), Inc.***, Los Angeles
25 County Superior Court Case NO. 19STCV37061;
- 26 o ***Ross v. Stater Bros.***, San Bernardino Superior Court Case No. CIVDS1902518;
- 27 o ***Walker v. Barrett Business Services, Inc., et al.***, Los Angeles County Superior
28 Court Case No. 20STCV39172;

- 1 o **Benitez, et al. v. Medtronic, Inc., et al.**, Orange County Superior Court Case
2 No. 30-2019-01069185-CU-OE-CXC;
- 3 o **Montgomery v. Copart, Inc.**, Sacramento County Superior Court Case No. 34-
4 2020-00280733-CU-OE-GDS;
- 5 o **Vizcarra-McNamee v. Nordstrom, Inc.**, Orange County Superior Court Case
6 No. 30-2020-01141916-CU-OE-CXC;
- 7 o **Ayers v. Cherry Hill Programs, Inc.**, Fresno County Superior Court Case No.
8 20CECG00821;
- 9 o **Sleeper v. Boot Barn, Inc.**, Sacramento County Superior Court Case No. 34-
10 2019-00272000-CU-OE-GDS;
- 11 o **Pulido-Dias v. Dirt Cheap, Inc.**, San Bernardino County Superior Court Case
12 No. CIVDS1719694;
- 13 o **Villanueva v. Nordstrom, Inc.**, San Bernardino County Superior Court Case
14 No. CIVDS1918706;
- 15 o **Bryson v. Madame Tussauds, et al.**, Los Angeles County Superior Court Case
16 No. 19STCV33514
- 17 o **Hightower v. Levy Premium, et al.**, Santa Clara County Superior Court Case
18 No. 19CV359262;
- 19 o **Marquez v. Maxim Crane Works, L.P., et al**, Los Angeles County Superior
20 Court Case No. 19STCV39548;
- 21 o **Rovira v. Silverado Senior Living Management, Inc.**, Orange County Superior
22 Court Case No. 30-2020-01136565-CU-OE-CXC;
- 23 o **Hallum, et al. v. FCA US, LLC**, San Bernardino County Case No.
24 CIVDS1936782;
- 25 o **Martinez v. Placer Title Co., et al.**, Kern County Case No. BCV-19-103486;
- 26 o **Torres v. Van Law Food Products, Inc.**, Orange County Case No. 37-2017-
27 00946312-CU-OE-CXC;
- 28 o **Holmes v. Pet Food Express, LLC**, Alameda County Case No. 22CV014140;

- o ***Ventura v. Conduent Commercial Solutions, LLC***, Kern County Case No. BCV-22-102043;
- o ***Ramirez v. CSI Electrical Contractors, Inc.***, Fresno County Superior Court Case No. 18CECG04150;
- o ***Magana v. Eibach Springs, Inc.***, Riverside County Superior Court Case No. RIC1708917;
- o ***Knox v. Express Messenger Systems, Inc.***, San Bernardino County Superior Court Case No. CIVDS1932323;
- o ***Corona, et al. v. G&M Oil Company, Inc.***, Los Angeles County Superior Court Case No. BC640876
- o ***Aguilar v. Peach Home Services, Inc., et al.***, Riverside County Superior Court Case No. RIC1823057;
- o ***Wilson v. M.C. LLC***, Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- o ***Nunez v. Nevell Group, Inc.***, Orange County Superior Court Case No. 30-2015-00783269.
- o ***Bendorf, et al. v. Sea World LLC, et al.***, San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;
- o ***DeMartini, et al. v. Safelite Fulfillment, Inc.***, Marin County Case No. CIV20002076;
- o ***Ayala, et al., v. Macy's West Stores, Inc.***, Los Angeles County Case No. 20STCV34182;
- o ***Wallen, et al. v. United Rentals (North America), Inc., et al.***, Stanislaus County Case No. CV-22-000399;
- o ***Granados v. Hyatt Corporation***, United States District Court for the Southern District of California Case No. 3:23-cv-01001-H-VET;
- o ***Vigil v. Hyatt Corporation***, United States District Court for the Northern District of California Case No. 4:22-cv-00693;

1 o *Garcia v. U.S. Best Ingredients, Inc.*, Los Angeles Superior Court Case No.
2 21TRCV00813.

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

9 31. Indeed, our firm has served as class counsel in a number of significant wage
10 and hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing
11 the largest wage and hour class action settlement in California history at \$130,000,000.
12 During this case, plaintiffs appealed a decertification order. This case involved several
13 appeals. The appellate record amassed an extensive appellate record comprising a 23-
14 volume joint appendix, a three-volume reporters' transcript, five briefs, four letter briefs,
15 two motions for judicial notice, a motion to augment the record, and several additional
16 letters informing the appellate court of new legal authority issued after *Dukes*. The matter
17 was argued to and submitted by the Court of Appeal on September 15, 2016, and on
18 November 21, 2016, the decertification order was reversed, and the case was remanded for
19 further proceedings. (*Lubin v. The Wackenhut Corporation* ("Lubin"), 5 Cal. App. 5th 960
20 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision to the
21 California Supreme Court. The Supreme Court denied Wackenhut's petition for review of
22 *Lubin*. The Court of Appeal issued remittitur on April 10, 2017. Eventually through
23 additional litigation, the parties were able to secure the \$130 million settlement that was
24 approved on October 21, 2019, by Judge Highberger in the Los Angeles Superior Court.

25 32. Additionally, in early 2020, our firm served as lead counsel in a class action
26 jury trial in the Central District of California involving the class and PAGA representative
27 claims of over 23,000 employees which successfully resolved in the midst of trial for
28 \$8,500,000.

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

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

10 34. Here, the Parties' agreement to pay Class Counsel Fees of 1/3 (i.e. \$433,333.33) of
11 the GSA is reasonable. My firm and I have been the only counsel to represent Plaintiff and the
12 Settlement Class in this matter, and we have borne the entire risk and cost of this litigation on a
13 pure contingency fee basis. The legal issues raised drew significantly upon my experience and the
14 extensive review and analysis of documents and information by me and others at my firm. In a
15 complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of
16 the market rate for contingency fees.

17 35. Plaintiffs' counsel has borne the entire risk and cost of this litigation on a
18 pure contingency fee basis. The legal issues raised drew significantly upon my firm's
19 experience and the extensive review and analysis of documents and information by me and
20 others at my firm. In a complex action such as this, the proposed attorneys' fees are, at the
21 very least, on the low side of the market rate for contingency fees.

22 36. My firm as Class Counsel, on behalf of Plaintiffs and the Class, invested
23 approximately **429.90** documented hours litigating this matter through the date of this
24 declaration for a total lodestar of **\$341,217.00** in fees, broken down as follows: my rate of
25 \$1,050 per hour x 134.90 hours = \$141,645.00; Gregory Mauro's rate of \$850 per hour x
26 165.10 documented hours = \$140,335.00; Michael Calvo's rate of \$650.00 per hour x
27 71.30 documented hours = \$46,345.00 and paralegal Melissa Whitson's rate of \$220 x
28 58.60 hours = \$12,892.00.

1 37. Our office has expended approximately \$25,341.10 in costs in prosecuting
2 this action. These costs have been necessary costs associated with prosecution of this
3 important matter. Counsel for Plaintiffs respectfully requests the Court grant the request to
4 have these costs repaid from the Settlement. Attached hereto as **Exhibit 1** is a true and
5 correct copy of my firm's Billing Detail

6 **SERVICE AWARD PAYMENT TO CLASS REPRESENTATIVE**

7 38. The Class Representative has provided extensive supporting documents and
8 assisted Class Counsel in developing information necessary to litigate and settle this case.
9 Plaintiff also conducted record review and consultation with counsel in preparation for discovery
10 and eventual mediation, and to assist in evaluating and proving the claims. The settlement
11 provides for a Release Payment to be paid to the Class Representative in the amount of \$7,500.00.
12 The purpose is to compensate the Class Representatives an additional enhanced payment, taking
13 into consideration the risks, time, effort and expenses incurred in coming forward to provide
14 invaluable information and negotiate and litigate this matter on behalf of all Settlement Class
15 Members who otherwise, would probably not file their own individual claims to recover what
16 may be relatively low damages. Further, the Payment of \$7,500.00 as a Service Enhancement to
17 the Class Representative is a very fair and justified as part of the Settlement based on the risks
18 Plaintiff has taken and benefits conferred upon the Settlement Class.

19 39. Plaintiff with the filing of this Motion for Final Approval has concurrently
20 served the LWDA with this Motion and accompanying documents.

21 I declare under penalty of perjury that the foregoing is true and correct. Executed on July
22 9, 2025 at Irvine, California.

23 
24 _____
25 James R. Hawkins
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

Matter Billing Detail

Report Date: 6/24/2025
Report Time: 12:46PM
Page: 1 of 3
User ID: Gonzales

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 06/19/2025
Client: MEJIA001 - Ronald I Mejia
Matter: SUNBELTRENTAL1 - Sunbelt Rentals, Inc-Ronald I Mejia v. Sunbelt

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
03/23/2022	FST	First Legal Network - E-Filing, complaint, civil case cover sheet, summons , IN#30192286	\$1,616.20		Unbilled				
03/29/2022	FIL	Filing Fee LWDA Fee	\$75.00		Unbilled				
03/29/2022	POS	Postage- LWDA Letter and Complaint to Agent	\$7.73		Unbilled				
04/27/2022	FST	First Legal Network - Process Serve - Class Complaint and initial Docs IN# 30195930	\$221.72		Unbilled				
05/09/2022	FST	First Legal Network- Filed Plaintiff's request to Continue Inti and Proof of Personal Service In30199329	\$97.40		Unbilled				
05/13/2022	CRT	Court Documents - 05.13.22 needed to pull doc off docket	\$4.00		Unbilled				
06/22/2022	FST	First Legal Network- E-Filing: Initial Status Conference Report, [Proposed] Order Authorizing Electr IN#30202789	\$75.40		Unbilled				
07/05/2022	CRT	Court Documents - 06.29.22 Minute Order	\$2.00		Unbilled				
08/19/2022	CRT	Court Documents - 08.19.22 pulling order off docket	\$5.80		Unbilled				
08/19/2022	FST	First Legal Network- E-Filing: CM Stmt IN#30209403	\$37.70		Unbilled				
09/06/2022	CRT	Court Documents - Related Case, Operative Complaint	\$10.20		Unbilled				
09/08/2022	FST	First Legal Network - E-Filing: Joint Status Conference Report, Ntc of Related Case IN#30212421	\$75.40		Unbilled				
12/06/2022	FST	First Legal Network - E-Filing - Joint Status Conference Report IN# 30222171	\$37.70		Unbilled				
12/19/2022	CAS	Case Anywhere E-Service - 270285	\$115.95		Unbilled				
01/25/2023	FST	First Legal Network - E-Filing - Joint Status Conference Report IN# 30224217	\$39.95		Unbilled				
02/06/2023	CAS	Case Anywhere E-Service IN#278842 CK#10674	\$147.00		Unbilled				
06/15/2023	CRT	Court Documents - Order Re Final Approval (Perez vs. Sunbelt)	\$5.00		Unbilled				

Matter Billing Detail

Report Date: 6/24/2025
 Report Time: 12:46PM
 Page: 2 of 3
 User ID: Gonzales

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
08/05/2023	CAS	Case Anywhere E-Service - IN# 296837 CK# 11047	\$159.00		Unbilled				
11/03/2023	CAS	Case Anywhere E-Service - IN# 306595 CK# 11274	\$135.00		Unbilled				
12/05/2023	FST	First Legal Network - Filing - Status Conference Statement IN# 30263586	\$83.70		Unbilled				
02/04/2024	CAS	Case Anywhere E-Service - IN# 316436 CK# 11559	\$141.00		Unbilled				
02/09/2024	PNX	Phoenix Class Action Administration Hawkins Portion CK#11511	\$475.80		Unbilled				
05/06/2024	CAS	Case Anywhere E-Service - IN# 326811 CK# 11824	\$135.00		Unbilled				
05/07/2024	EXA	Expert Analysis - IN# 11339 CK# 11817	\$13,880.00		Unbilled				
05/08/2024	MED	Mediation Services- iN#629001 CK# 11774	\$4,275.00		Unbilled				
05/16/2024	PRK	Parking Fee Depo Parking MC	\$40.00		Unbilled				
05/29/2024	FST	First Legal Network - Filing - Status Conference Statement IN# 30283542	\$42.15		Unbilled				
06/17/2024	EXA	Expert Analysis IN#12216 CK#11928	\$1,650.00		Unbilled				
06/21/2024	FST	First Legal Network - Filing- Status Conference Report, Proposed IN# 30287287	\$42.15		Unbilled				
08/02/2024	CAS	Case Anywhere E-Service- IN# 337870 CK# 1092	\$153.00		Unbilled				
11/05/2024	CAS	Case Anywhere E-Service - IN# 349434 CK# 1337	\$135.00		Unbilled				
01/14/2025	LDS	Legal Document Server - EFiling - Joint Status Conference Report, Order IN# 11117120	\$30.75		Unbilled				
02/04/2025	CRT	Court Documents related case motion for final approval 37-2021-00026405	\$12.60		Unbilled				
02/04/2025	CAS	Case Anywhere E-Service - In# 361522 CK# 1569	\$147.00		Unbilled				
02/11/2025	LDS	Legal Document Server - Courtesy Copy - Notice of motion and Motion for Preliminary Approval of class and paga Action Settlement, Decl of Plaintiff Ronald Mejia ISO Motion for Preliminary Approval of class and paga action IN# 11308557	\$217.10		Unbilled				
02/11/2025	LDS	Legal Document Server - EFiling - Motion for Prelim Approval of sEttlement, Dec, order In# 11308429	\$90.75		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
03/05/2025	CAS	Case Anywhere E-Service - IN# 373025	\$69.00		Unbilled				
03/18/2025	LDS	Legal Document Server - E-Filing - Supplemental Declaration IN# 11551043	\$30.75		Unbilled				
04/04/2025	CAS	Case Anywhere E-Service - IN# 385766 CK# 1710	\$51.00		Unbilled				
05/02/2025	CAS	Case Anywhere E-Service - IN# 397688 CK# 1840	\$45.00		Unbilled				
Total:			\$24,614.90	\$0.00					
Balance:			\$24,614.90						
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 : -----			\$24,614.90						
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

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 06/19/2025

Client: MEJIA001 - Ronald I Mejia

Matter: SUNBELT004 - Sunbelt Rentals, Inc-PAGA- Ronald I Mejia v. Sunbelt

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
05/31/2022	FST	First Legal Network- Filed Complaint;Civil Cover Sheet;Summons In30199329	\$516.20		Unbilled				
07/25/2022	CRT	Court Documents - Conformed Complaint	\$9.00		Unbilled				
05/10/2023	CAS	Case Anywhere E-Service IN# 287692	\$201.00		Unbilled				
Total:			\$726.20	\$0.00					
Balance:			\$726.20						
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 : -----		\$726.20							
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							