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7 Attorneys for NICHOLAS ALEXANDER VEGA, on behalf of the general public as private
attorney general,

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

10 JOEL FARIAS, on behalf of the general public
11 as private attorney general,

12 Plaintiff,

13 v.

14 HHS CONSTRUCTION LLC, a California
Limited Liability Company; CONGRUEX
15 GROUP LLC, business entity unknown; and
DOES 1-50, inclusive,

16 Defendants.

Lead Case No. CIVSB2206498;
CIVSB2213104
CIVSB2309192

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

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 NICHOLAS ALEXANDER VEGA (hereinafter referred to as "Plaintiff") who filed this action, case no. CIVSB2309192 on behalf of himself and the general public and all aggrieved employees. I submit this declaration in support of Plaintiff's Motion for Approval of the PAGA Settlement, which Plaintiff's counsel for Plaintiff Farias 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.

2. On April 19, 2023, Plaintiff Vega filed a lawsuit against Defendants HHS and Congruex in the Superior Court of the State of California, County of San Bernardino, entitled, *Nicholas Alexander Vega v. HHS Construction, LLC, et al.*, Case No. CIVSB2309192. alleging a cause of action under the PAGA based on alleged Labor Code violations for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay All Wages Owed Upon Separation; (6) Failure To Provide Accurate Itemized Wage Statements; (7) Failure to Pay Timely Wages During Employment; and (8) Failure to Reimburse Necessary Business Expenses (the "PAGA Action".) Prior to filing the PAGA Action, Plaintiff Vega submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections as outlined in his PAGA Complaint, thereby initiating LWDA Case Number LWDA-CM-935049-23 (the "PAGA Notice").

3. On April 8, 2025, Plaintiff Farias, Plaintiff Vega and Defendants engaged in mediation with Hon. Amy D. Hogue (Ret.), and through the mediator's and the Parties' efforts in mediation, the Parties reached a settlement of the Lawsuits (Case numbers CIVSB2206498; CIVSB2213104 CIVSB2309192) During the course of this action Defendants and Plaintiff Vega

1 exchanged numerous documents and information as well as time and pay records for the
2 aggrieved employees. (Agreement at § I(M)).

3 4. During the mediation the Parties engaged in extensive, arms-length negotiations.
4 As a result of the Parties' efforts, the matter was fully resolved. The Parties engaged in
5 significant efforts to obtain the facts regarding the claims asserted, including the exchange of
6 detailed statistical data regarding weeks and pay periods worked by individuals and Plaintiffs.
7 Thereafter, the parties worked together to finalize the terms of the long form settlement
8 agreement that is now placed before this Court for approval.

9 5. The claim before this court is the representative claim under PAGA on behalf of the
10 State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle this
11 PAGA claim in its entirety after discovery and arm's length mediation. Defendants filed and
12 served its answer generally denying the claims therein and asserting affirmative defenses.
13 Defendants denies any wrongdoing and denies liability with respect to the matters alleged in the
14 Complaint and believes that it has valid defenses to all of Plaintiffs' claims. Defendants further
15 contends that it has complied with all wage and hour laws applicable to the employment of
16 Plaintiff and other Aggrieved Employees. To date, no court has made any findings that
17 Defendants engaged in any wrongdoing or in any wrongful conduct, or otherwise acted
18 improperly or in violation of any law, rule or regulation with respect to any of the issues
19 presented in this action.

20 6. The Agreement negotiated by the parties provides for Defendants to pay
21 \$995,000.00 as the Gross Settlement Amount ("GSA"). (Agreement at § I(J)).

22 7. The Gross Settlement Amount is subject to Court approval consistent with Labor
23 Code § 2699. Should the Net Settlement Amount increase or decrease, the amount to be
24 distributed shall be adjusted according to the changes made by the Court. Upon approval, the Net
25 Settlement Amount shall be allocated 75% to the LWDA and 25% among Aggrieved Employees.

26 8. The "Aggrieved Employees" means all persons employed by any Defendants in
27 hourly or nonexempt positions in California at any time from April 8, 2021, through Approval of
28 this Settlement.

1 9. Plaintiffs' counsel balanced the terms of the proposed Settlement against the risk
2 of litigation and probable outcome if this matter went at trial. Based on their own respective
3 independent investigations and evaluations, and after taking into account the sharply disputed
4 factual and legal issues involved in this matter, the risks attending further prosecution of the case,
5 and the monetary benefits received under the Settlement despite the questionable nature of the
6 claims, Plaintiffs' counsel is of the opinion that Settlement for the consideration and on the terms
7 set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best interests
8 of the State, Plaintiffs, and the Aggrieved Employees. Counsel for the Parties investigated the
9 applicable law as applied to the facts discovered regarding the claims of Plaintiffs, Defendants'
10 defenses thereto and the damages claimed by Plaintiff on behalf of the Aggrieved Employees.

11 10. Since the filing of the complaint, the Parties have exchanged informal discovery
12 and engaged in numerous discussions regarding the factual and legal issues surrounding this case.
13 Throughout the litigation, Defendants produced thousands of pages of information and data,
14 including policies, handbooks, time and payroll records for the Aggrieved Employees reflecting
15 time punches at the start of employees' shifts, and at the end of the shift, and meal period punches
16 as well as the applicable pay rates. Defendants also provided Plaintiff' personnel file, records
17 regarding documents identifying the non-exempt positions during the relevant time period.
18 Defendants also provided substantial information concerning the total number of potential size of
19 the PAGA group, the total number of pay periods at issue, and the applicable hourly rates and
20 other summary data related to the alleged Aggrieved Employee. The Parties have conducted
21 themselves in informed, good faith arms-length negotiations after conducting discovery and
22 exchanging extensive evidence and information about the claims and defenses of this lawsuit and
23 engaging in pre-mediation discussions, telephone conferences, and correspondence all aimed at
24 settling their dispute.

25 11. Plaintiffs' counsel balanced the terms of the proposed Settlement against the
26 risk of litigation and probable outcome if this matter went at trial. Based on their own respective
27 independent investigations and evaluations, and after taking into account the sharply disputed
28 factual and legal issues involved in this matter, the risks attending further prosecution of the case,

1 and the monetary benefits received under the Settlement despite the questionable nature of the
2 claims, Plaintiff's counsel is of the opinion that Settlement for the consideration and on the terms
3 set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best interests
4 of the State, Plaintiff, and the Aggrieved Employees. Counsel for the Parties investigated the
5 applicable law as applied to the facts discovered regarding the claims of Plaintiff, Defendants'
6 defenses thereto and the damages claimed by Plaintiff on behalf of the Aggrieved Employees.

7 12. I further believe that the consideration and terms set forth in the Settlement
8 Agreement are fair, reasonable, and adequate and are in the best interests of the Settlement
9 Aggrieved Employees in light of all known facts and circumstances, including the various
10 defenses asserted by Defendants, and numerous potential appellate issues. In addition, the
11 prospect of a potential adverse summary judgment ruling at trial, the difficulties of complex
12 litigation, the lengthy process of establishing specific damages and various possible delays and
13 appeals, were also carefully considered in agreeing to the proposed Settlement.

14 13. Plaintiffs' Counsel considered the fact that continued litigation would likely take
15 years and would be extremely expensive given the breadth and complexity of the claims. In this
16 case, post-trial and appellate proceedings are likely to occur, which will surely drag the case far
17 into the future even with a positive trial result. When facing a distant and unsure resolution of the
18 allegations in this action, the swift, sure and substantial Settlement is all the more reasonable.
19 Avoiding such costly litigation in favor of more immediate benefits to the Aggrieved Employees
20 was a consideration favoring settlement. Given these realities, it is highly likely that the future
21 expense of this litigation, and its likely duration if the settlement is not approved, would be
22 significant and weigh heavily in favor of approval of this settlement.

23 14. The Plaintiffs, Farias and Vega have provided extensive supporting documents and
24 assisted their Counsel in developing information necessary to litigate and settle this case.
25 Plaintiffs also conducted record review and consultation with counsel in preparation for
26 mediation, and to assist in evaluating and proving the claims. The settlement provides for a
27 Payment to be paid to each of them in the amount of \$10,000.00 (each) subject to Court approval.
28 This payment is referred to as "The Individual Settlement Payments" The purpose is to

1 compensate each Plaintiff in exchange for their general release of claims against Defendants, each
2 of which are memorialized in separate settlement agreements and contingent upon Court
3 Approval of this Settlement Agreement. (Agreement at § I(L)).

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

10 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.:
11 30-2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking
12 premium wages for meal period and rest periods and resultant penalties. Class
13 Notice pending.

14 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN
15 DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action seeking past
16 wages of overtime for mis-classification of insurance claims adjusters employed
17 by Gallagher Bassett, a third party administrator (TPA) in the State of California.
18 Certification granted. Plaintiff counsel co-lead counsel. Case settled, Final
19 Approval granted, no objections and funds fully distributed.

20 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-
21 08-04554. Wage and Hour Class Action case seeking past wages for “off the
22 clock”, overtime and meal and rest break violations for production workers in the
23 State of California. Plaintiff Counsel appointed as Lead Counsel. Case settled,
24 Final Approval granted, no objections and funds fully distributed.

25 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638
26 ODW. Wage and Hour Class Action case seeking past wages for meal and rest
27 period violations for retail employees in the State of California. Plaintiff counsel
28 appointed co-lead counsel. Case settled, Final Approval granted, no objections

1 and funds fully distributed.

2 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case
3 No. SACV08-00412. Wage and Hour Class Action case seeking past wages for
4 meal and rest period violations for retail employees in the State of California.
5 Plaintiff Counsel appointed as Lead Counsel. Case settled, Final Approval
6 granted, no objections and funds fully distributed.

7 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles
8 County Superior Court, Case No. BC393709. Wage and Hour Class Action
9 seeking past wages for overtime, meal and rest break violations for driver
10 employees in the State of California. Settlement for “binding arbitration.”
11 Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiff
12 counsel, lead trial counsel and class counsel.

13 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County
14 Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past
15 wages for overtime, meal and rest breaks violations for production employees in
16 the State of California. Plaintiff counsel appointed as lead counsel. Case settled,
17 Final Approval granted, no objections and funds fully distributed.

18 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside
19 County Superior Court, Case No. RIC 440630. Wage and Hour Class Action
20 seeking past wages for overtime, meal and rest break violations for production
21 employees in the State of California. Plaintiff counsel appointed as co-lead
22 counsel. Case settled, Final Approval granted, no objections and funds fully
23 distributed.

24 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No.
25 05CC00293. Wage and Hour Class Action seeking past wages for unlawful
26 deductions, meal and rest break violations for restaurant employees in the State of
27 California. Plaintiff counsel appointed as lead counsel. Case settled, Final
28 Approval granted and funds fully distributed.

- j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for security officers in the State of California. Plaintiff counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest break violations for security officers employed by Defendants in the State of California. Plaintiff counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.
- l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by Defendants in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period violations for non-exempt employees employed by Defendants in the state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has petitioned the Court for Lead Counsel.
- n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch employees of Defendants in the State of California. Plaintiff counsel appointed as lead counsel. Case settled and awaiting Final Approval.
- o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of Defendants in the State of California. Plaintiff counsel appointed as

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

3 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court,
4 Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime,
5 meal and rest break violations for security guards employed by Defendants in the
6 State of California. Plaintiff counsel appointed as lead counsel. Case settled,
7 Final Approval granted, no objections and funds fully distributed.

8 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles
9 Superior Court, Case No. BC411477. Wage and Hour Class Action seeking
10 unpaid meal and rest break violations for production employees employed by
11 Defendants in the State of California. Plaintiff counsel appointed as lead counsel.
12 Case settled, Final Approval granted, no objections and funds fully distributed.

13 r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court,
14 Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal
15 and rest break violations for restaurant employees employed by Defendants in the
16 State of California. Plaintiff counsel appointed as co-lead counsel. Case settled,
17 Final Approval granted, no objections and funds fully distributed.

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

23 t. *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court,
24 Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for
25 meal and rest break violations for retail employees employed by Defendants in the
26 State of California. Plaintiff counsel appointed lead counsel. Case settled, Final
27 Approval granted, no objections and funds fully distributed.

28 u. *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court,

1 Case No. 07CC00015. Wage and Hour Class Action seeking past wages of
2 overtime for mis-classification of managers employed by Defendants in the State
3 of California. Plaintiff counsel appointed lead counsel. Case settled, Final
4 Approval granted, no objections and funds fully distributed.

5 v. *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior
6 Court, Case No. 07CC01347. Wage and Hour Class Action seeking past wages
7 for overtime, meal and rest break violations for production workers employed by
8 Defendants in the State of California. Plaintiff counsel appointed lead counsel.
9 Cased settled; final approval granted; no objections and funds fully distributed.

10 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior
11 Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for
12 overtime, meal and rest period violations for production employees employed by
13 Defendants in the State of California. Plaintiff counsel appointed as lead counsel.
14 Case settled, Final Approval granted, no objections and funds fully distributed.

15 16. Here, the Parties' agreement to pay Attorneys' Fees Payment of \$331,666.66¹ of
16 the Gross Settlement Amount is reasonable. Plaintiffs' counsel along with our co-counsel have
17 borne the entire risk and cost of this litigation on a pure contingency fee basis. The legal issues
18 raised drew significantly upon my firms and co-counsel's experience and the extensive review
19 and analysis of documents and information by me and others at my firm and our co-counsel. In a
20 complex action such as this, the proposed attorneys' fees are, at the very least, on the average side
21 of the market rate for contingency fees.

22 17. First, the requested fees are justified by the result achieved. Plaintiffs' Counsel
23 negotiated a recovery of \$995,000.00 and this result justifies the requested fees equal to one third
24 of this recovery (\$331,666.66). This percentage is within the standard contingent recovery
25 percentage. Second, the requested fees are justified by the work performed and are less than the
26 lodestar. The Lodestar total for Plaintiff Vega's case alone is approximately \$70,000.00.

27 ¹ Plaintiffs' counsel have entered into a joint prosecution agreement governing the allocation of any fee award among
28 counsel. The total fees requested are not increased as a result of that agreement, and the allocation does not affect the
LWDA's recovery or the employee's settlement.

1 18. Finally, the award of litigation expenses is based upon the actual expenses incurred
2 by Plaintiff Vega and Plaintiff Vega's Counsel, and were all reasonably necessary to the
3 litigation, and are detailed in **Exhibit 1** attached hereto. Under the Agreement, Plaintiff Vega's
4 Counsel will be recovering litigation expenses in the total amount of **\$3,730.47**.

5 19. The California Labor Workforce Development Agency ("LWDA") is being served
6 with a copy of this motion with the Settlement Agreement through the online process as required
7 by Labor Code § 2699(l). This service on the LWDA is verified in the separately filed proof of
8 service.

9 I declare under penalty of perjury that the foregoing is true and correct. Executed on
10 February 6, 2026 at Irvine, California.

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12 _____
13 James R. Hawkins
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Exhibit 1

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JAMES HAWKINS APLC

Date Range: 01/01/1900 to 02/06/2026
Client: NICHOLAS ALE - Nicholas Vega
Matter: HHS CONSTRUCTIO - HHS Construction LLC / Congruex Group LLC PAGA -Nicholas Alexander Vega v.H

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
02/09/2023	FIL	Filing Fee- LWDA Filing Fee	\$75.00		Unbilled				
02/09/2023	POS	Postage - 02.09.23 certified mail to agents re LWDA filing	\$18.96		Unbilled				
04/19/2023	FST	First Legal Network - Filing - S&C, Initial Docs, Process Serve - S&C, Initial Docs, Ntc, Order (3) IN# 30237327	\$2,550.77		Unbilled				
06/07/2023	FST	First Legal Network - Filing - POS (x2) IN# 30240914	\$142.11		Unbilled				
07/18/2023	FST	First Legal Network - Filing - Req for Continuance & Prop Order IN# 30244254	\$131.31		Unbilled				
09/05/2023	FST	First Legal Network - Filing - Joint SC Report IN# 30252348	\$86.11		Unbilled				
11/28/2023	FST	First Legal Network - Filing - Joint Case Management Report and Courtesy Delivery - Notice of June 13, 2024 IN# 30271388	\$124.75		Unbilled				
02/05/2024	FST	First Legal Network - Filing - Document Received, Joint CM Report In# 30275374	\$169.00		Unbilled				
02/14/2024	FST	First Legal Network - Filing - Notice of June 13th 2024 Case manage In# 30275374	\$89.65		Unbilled				
06/06/2024	FST	First Legal Network - Filing- Joint CMC, Prop Order IN# 30287287	\$91.29		Unbilled				
03/20/2025	LDS	Legal Document Server - E-Filing - Notice IN# 11355540	\$30.20		Unbilled				
04/08/2025	CCL	Court Call-02/14/25-SC	\$72.00		Unbilled				
06/17/2025	LDS	Legal Document Server - EFiling - Request Filed IN# 12155680	\$55.94		Unbilled				
09/18/2025	LDS	Legal Document Server - EFiling - Proof of service IN# 12909622	\$35.94		Unbilled				
09/24/2025	CRT	Court Documents down load. Related case PAGA and Class complaints.	\$21.50		Unbilled				
09/29/2025	LDS	Legal Document Server - EFiling - Notice Filed IN# 12908863	\$35.94		Unbilled				
Total:			\$3,730.47		\$0.00				
Balance:			\$3,730.47						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$3,730.47						
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						