

1 JAMES HAWKINS APLC
James R. Hawkins (#192925)
2 Gregory Mauro (#222239)
Michael Calvo (#314986)
3 Lauren Falk (#316893)
Ava Issary (#342252)
4 9880 Research Drive, Suite 200
Irvine, CA 92618
5 Tel.: (949) 387-7200
6 Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
7 Email: Greg@jameshawkinsaplc.com
8 Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
9 Email: Ava@jameshawkinsaplc.com

10 Attorneys for Plaintiff SUSAN MOHAMED,
11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN DIEGO**

14 PAMELA RACE, SUSAN MOHAMED, and
JUDITH SMULAND, on behalf of others
15 similarly situated and the State of California
16 under the Private Attorneys General Act,

17 PLAINTIFFS,

18 v.

19 SOUTHWEST HEALTHCARE SYSTEM
20 AUXILIARY; SOUTHWEST HEALTHCARE
INLAND VALLEY HOSPITAL;
21 SOUTHWEST HEALTHCARE RANCHO
SPRINGS HOSPITAL; and DOES 1 through
22 50, inclusive,

23 DEFENDANTS.
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CASE NO. 24CU021889C
Dept. C-60
Hon. Matthew C. Braner

**DECLARATION OF JAMES HAWKINS
IN SUPPORT OF JOINT STIPULATION
REQUESTING APPROVAL OF
REPRESENTATIVE PAGA
SETTLEMENT**

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1 detailed statistical data regarding weeks and pay periods worked by individuals and Plaintiff.
2 Thereafter, the parties worked together to finalize the terms of the long form settlement
3 agreement that is now placed before this Court for approval.

4 6. Pursuant to the resolution reached at mediation, Plaintiff Race submitted an
5 amended PAGA Notice to the LWDA on April 28, 2026, to include all PAGA claims that were
6 or could have been asserted in the *Smuland* Action and the *Mohamed* Action (the “Amended
7 PAGA Notice”); upon the expiration of the 65-day period prescribed by Labor Code section
8 2699.3, on July 10, 2026, Plaintiff Race filed a First Amended Complaint (the “Operative
9 Complaint”) incorporating all PAGA claims that were or could have been asserted in the
10 *Smuland* Action and the *Mohamed* Action, as set forth in the Amended PAGA Notice.

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

21 8. The Agreement negotiated by the parties provides for Defendants to pay a non-
22 reversionary amount of \$841,579.00 as the Gross Settlement Amount (“GSA”). The “Net
23 Settlement Amount” (“NSA”) is the amount remaining of the GSA minus the Court-approved
24 amounts awarded for the Attorneys’ Fees and Expenses, Settlement Administration Fees, Service
25 Award to Plaintiff (if any), and the LWDA Payment. (Agreement at § (a)). The Net Settlement
26 Amount is estimated to be **\$499,562.67**.

27 9. The NSA is calculated as follows: the Gross Settlement Amount of \$841,579.00
28 minus: (1) \$280,526.33 (i.e. 1/3 of the GSA) shall be paid to Plaintiff’s Counsel for payment of

1 attorneys' fees, to be divided among PAGA Counsel as follows: 37.5% to Blumenthal
2 Nordrehaug Bhowmik De Blouw LLP, 37.5% to James Hawkins, APLC, and 25% to Ferraro
3 Vega Employment Lawyers, Inc; (2) Plaintiff's Counsel's litigation expenses not to exceed
4 \$30,000.00 (Plaintiff's counsel for Plaintiff Mohammed's litigation costs to date is \$18,625.71)
5 (Agreement at § (a)(b)); (3) \$5,000.00 Service Award to each Plaintiff for their time and risks in
6 prosecuting this case and Plaintiff's service to the PAGA Members; (4) Administration costs not
7 to exceed \$16,490.00. (Agreement at § (a)(c)). Any difference from these maximum amounts
8 will be added to the Net Settlement Amount.

9 10. The Gross Settlement Amount is subject to Court approval consistent with Labor
10 Code § 2699. Should the Net Settlement Amount increase or decrease, the amount to be
11 distributed shall be adjusted according to the changes made by the Court. Upon approval, the Net
12 Settlement Amount shall be allocated 65% (\$324,715.74) to the LWDA and 35% (\$174,846.93)
13 among PAGA Members. The share of the Net Settlement Amount to be distributed to each PAGA
14 Member is based on the number of his or her Pay Periods worked in the PAGA Period in relation
15 to the aggregate number of Pay Periods worked by the Settlement Group during the PAGA
16 Period. (Agreement at § a(e). The net average PAGA Members Payment per Settlement Group
17 Member for the approximately 2,805 Settlement Group Members is estimated to be
18 approximately \$62.33 (\$174,846.93 PAGA Members Payments ÷ 2,805 Settlement Group
19 Members). The per pay period count is approximately \$174,846.93 (PAGA Member fund
20 divided by 103,127 pay periods = \$1.69 per pay period) and approximately \$62.33 to each PAGA
21 Member based on the 35% net settlement fund

22 11. "PAGA Members," "Aggrieved Employees," or "Settlement Group Members,"
23 defined in the Settlement Agreement as: all individuals who are or previously were employed by
24 Defendant in California and classified as a non-exempt employee at any time during the period
25 from November 12, 2023 through January 31, 2026. Defendants represented that PAGA Members
26 consisted of approximately 2,805 PAGA Members who worked approximately 103,127 pay
27 periods during the PAGA Period.

28 12. Since the filing of the complaint, the Parties have exchanged extensive informal

1 discovery and engaged in numerous discussions regarding the factual and legal issues
2 surrounding this case. Throughout the litigation, Defendants produced voluminous pages of
3 information and data, including policies, addendums to meal and rest period and handbooks,
4 posted labor law posters, time and payroll records for PAGA Members reflecting time punches at
5 the start of employees' shifts, and at the end of the shift, and meal period punches as well as the
6 applicable pay rates. Defendants also provided Plaintiff's personnel file. Defendants also
7 provided substantial information concerning the total number of PAGA Members, the total
8 number of pay periods at issue, and the applicable hourly rates and other summary data related to
9 the PAGA Members. The Parties have conducted informed, good faith arms-length negotiations
10 after conducting discovery and exchanging extensive evidence and information about the claims
11 and defenses of this lawsuit and engaged in pre-mediation discussions, telephone conferences,
12 and correspondence all aimed at settling their dispute.

13 13. In preparation for the mediation, Plaintiff reviewed the entirety of the informal
14 discovery produced. The information had to be analyzed and processed to figure out the amount
15 of compensation Plaintiff contends are due to the PAGA Members. The evidence and information
16 gathered and reviewed by Plaintiff's counsel provided a factual framework for a comprehensible
17 and reliable damage model pertaining to all PAGA Members. The mediation and subsequent
18 negotiations included discussion and examination of the PAGA Members and the Parties'
19 respective positions on the legal and factual issues raised in the Complaint. This was both a
20 thorough and exhaustive process.

21 14. The PAGA Members' recovery compares favorably to the estimated amount of
22 PAGA penalties. With the assistance of an expert, Plaintiff calculated that the maximum amount
23 of statutory PAGA civil penalties was potentially \$68,990,350.00 based on 103,127 PAGA pay
24 periods multiplied by a maximum per pay period violation rate of \$100. These were for penalties
25 for violations of Labor Code §§ 226.7 and 512 (meal periods), penalties for violation of Labor
26 Code § 226, penalties under Labor Code §510/558 for off the clock work and overtime at a 100%
27 violation rate assessment, penalties for 100% violation rate assessment of Labor Code §§
28 201/202/203 for all 203 PAGA employees, and penalties for LC§ 2802 for approximately 47,588

1 pay periods. Importantly, however, in total, these calculations were performed at the \$100
2 statutory rate for the penalties for the first violation, and it is likely that any penalties awarded
3 would be at a much lower rate given the facts of this case. California Labor Code Section
4 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on
5 the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and
6 oppressive or confiscatory."

7 15. The maximum exposure here would be approximately \$68,990,350.00 if the Court
8 awarded 100% penalties for each and every pay period at \$100 per pay period. Of course, these
9 amounts would probably have been reduced given the policies in place, and manageability issues,
10 the issues of why someone missed a meal break on any occasion or worked off the clock, issues
11 of payment of meal period premiums, reimbursements and maintenance of records. Even
12 assuming a 50% likelihood of success at trial, the practical recovery would be further reduced by
13 statutory discretion, proof risks, and overlapping penalty concerns. The risks include
14 manageability issues, not prevailing on the merits, prevailing on certain claims for certain
15 periods, reduced penalty amounts awarded by the trial Court, and reversal on appeal.

16 16. Defendants dispute that the penalties assessed by Plaintiff and her expert would
17 have been awarded. Further, it is Defendants' contention that PAGA penalties cannot be stacked,
18 and that at most just one PAGA penalty can be awarded to a PAGA Member in any one pay
19 period. *See* Labor Code section 2699 (f)(2) (authorizing awardable PAGA penalties to be
20 measure by "each "each aggrieved employee per pay period"); *Smith v. Lux Retail North*
21 *America, Inc.*, 2013 WL 2932243, at *1, *4 (N.D. Cal. 2013) (rejecting a pleading that sought the
22 "stacking of penalties"; "[f]or the single mistake of failing to include commissions in the
23 overtime base, plaintiff has asserted *five* (count them, five) separate labor code violations that
24 could lead to statutory penalties;" "is it plausible that we would really pile one penalty on another
25 for a single substantive wrong?"; noting that "no actual holding in any judicial decision has ever
26 blessed such stacking"). As such, and for this initial reason, Defendants contends that the
27 maximum potential recovery in this action is significantly lower than as stated by Plaintiff.

28 17. Further, Defendants argues that Plaintiff's calculation of penalties as applicable to

1 any employee and for any pay period, is inflated for an additional reason. Defendants argue that
2 even were liability established, one does not reach the second-tier penalty for that violation unless
3 and until the employer is first cited for the violation, and that Defendants has never been cited.
4 *See Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Servs., Inc.*, 2009 WL
5 2448430 *1, *9 (S.D. Cal. 2009) (“For the purposes of subsequent violation penalties, the issue is
6 not whether [Defendants] willfully violated the Labor Code, but rather whether a court or
7 commissioner had notified it of any violation.”); *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th
8 1157, 1209 (2008) (“[u]ntil the employer has been notified that it is violating a Labor Code
9 provision (whether or not the Commissioner or court chooses to impose penalties), the employer
10 cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’
11 subject to penalties” at a second tier); *Robinson v. Open Top Sightseeing San Francisco, LLC*,
12 No. 14-CV-00852-PJH, 2018 WL 895572, at *20 (N.D. Cal. Feb. 14, 2018) (applying “initial”
13 penalty to each violation of § 226 and § 2699(f)(2) because there was no evidence showing
14 Defendants was previously notified its practice violated § 226); *Willis v. Xerox Bus. Servs., LLC*,
15 2013 WL 605383, at *1, *6 (E.D. Cal. 2013) (“for a plaintiff to recover for a ‘subsequent
16 violation,’ an employer must have notice that it has violated the Labor Code”). As such,
17 Defendants contends that Plaintiff’s calculations are inflated not only because the “stack”
18 penalties for a single person during a single pay period, but because the penalties Plaintiff would
19 award in each instance are at an inapplicable (doubled) rate.

20 18. Defendants further argue that Plaintiff would still face significant practical
21 problems in aggregating any material exposure, as each violation would need to be proven as to
22 each person and for each period for which recovery is sought. Defendants argues that it is
23 unlikely that any significant number of current and former employees would travel to the venue of
24 a trial, stay at a hotel, prepare for and deliver testimony, all in exchange for – at most – 25% of
25 \$50 or \$100 (i.e. \$12.50 or \$25) for each pay period in which there was a violation. wage
26 statement penalties”). For purposes of section 226, “a good faith dispute presents when there is
27 (1) uncertainty in the law; (2) representations by an authority that compliance was not required;
28 or (3) an employer’s good faith mistaken belief grounded in a good faith dispute.” *Magadia v.*

1 *Wal-Mart Assocs., Inc.*, 384 F. Supp. 3d 1058 (N.D. Cal. 2019). “Mere recklessness” is not a
2 basis for liability. *Pedroza*, 2012 WL 9506073, *5.

3 19. As a result of the mediation and the consideration of all facts, evidence, and
4 arguments presented to Plaintiff and his counsel, the Parties agreed to settle this matter for
5 \$841,579.00.

6 20. The claims in this PAGA action are based upon the wage and hour practices of
7 Defendants. The settlement provides a recovery of approximately \$1.69 per pay period after
8 deductions and the PAGA Allocation of the Net Settlement to the LWDA. This provides the
9 PAGA Members money now rather than in the future to some undetermined date and
10 undetermined amounts. Upon approval, approximately \$324,715.74 will be sent to the State of
11 California and approximately \$174,846.93 will be allocated to the PAGA Members as the
12 “PAGA Members Payment”. This equates a payout to each PAGA Member of approximately
13 \$62.33 on average with a low of approximately \$1.69 and an estimated high payment of \$98.02
14 for someone who worked the entire PAGA Period.

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

25 22. I further believe that the consideration and terms set forth in the Settlement
26 Agreement are fair, reasonable, and adequate and are in the best interests of the PAGA Members
27 in light of all known facts and circumstances, including the various defenses asserted by
28 Defendants, and numerous potential appellate issues. In addition, the prospect of a potential

1 adverse summary judgment ruling at trial, the difficulties of complex litigation, the lengthy
2 process of establishing specific damages and various possible delays and appeals, were also
3 carefully considered in agreeing to the proposed Settlement.

4 23. Defendants contends that Plaintiff and the PAGA Members were properly
5 compensated, and that they did not violate the Labor Code as to any of them. Defendants asserted
6 additional defenses to the PAGA claim as discussed above. These defenses present a risk to the
7 PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded

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

17 25. Based on the Gross Settlement Amount of \$841,579.00, 65% of this amount will
18 be distributed to the LWDA and 35% to the PAGA Members. The net average PAGA Members
19 Payment per Settlement Group Member for the approximately 2,805 Settlement Group Members
20 is estimated to be approximately \$62.33. To the extent any amount for Attorneys' Fees, Costs,
21 Settlement Administration Costs or Enhancements are not awarded, the difference in those
22 amounts will be added to the Net Settlement Amount. This is a guaranteed amount of money
23 paid to PAGA Members now, rather than the continued risk of further litigation and receiving no
24 money sometime in the far future and after trial and appeals.

25 26. Plaintiff, as PAGA Representative, has provided extensive supporting documents
26 and assisted Counsel in developing information necessary to litigate and settle this case. Plaintiff
27 also conducted record review and consultation with counsel in preparation for discovery and
28 eventual mediation, and to assist in evaluating and proving the claims. The Settlement provides

1 for a Payment to be paid to the Plaintiff in the amount of \$5,000.00, subject to Court approval.
2 The purpose is to compensate the Plaintiff as PAGA Representative an additional enhanced
3 payment, taking into consideration the risks, time, effort and expenses incurred in coming
4 forward to provide invaluable information and negotiate and litigate this matter on behalf of all
5 PAGA Members who otherwise, would probably not file their own individual claims to recover
6 what may be relatively low damages. Further, the Payment of \$5,000.00 to Plaintiff is a very fair
7 and justified as part of the Settlement based on the risks Plaintiff has taken and benefits conferred
8 upon the Settlement Group. The Service Award requested is reasonable in light of Plaintiff's risks
9 and efforts.

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

15 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.:
16 30-2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking
17 premium wages for meal period and rest periods and resultant penalties. Class
18 Notice pending.

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

25 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-
26 08-04554. Wage and Hour Class Action case seeking past wages for "off the
27 clock", overtime and meal and rest break violations for production workers in the
28 State of California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled,

1 Final Approval granted, no objections and funds fully distributed.

2 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638
3 ODW. Wage and Hour Class Action case seeking past wages for meal and rest
4 period violations for retail employees in the State of California. Plaintiffs' counsel
5 appointed co-lead counsel. Case settled, Final Approval granted, no objections
6 and funds fully distributed.

7 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case
8 No. SACV08-00412. Wage and Hour Class Action case seeking past wages for
9 meal and rest period violations for retail employees in the State of California.
10 Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final Approval
11 granted, no objections and funds fully distributed.

12 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles
13 County Superior Court, Case No. BC393709. Wage and Hour Class Action
14 seeking past wages for overtime, meal and rest break violations for driver
15 employees in the State of California. Settlement for "binding arbitration."
16 Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiffs'
17 counsel, lead trial counsel and class counsel.

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

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

- i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final 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. Plaintiffs' 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. Plaintiffs' 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. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- m. *Ruiz, et al. v. Unisourse 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

1 wages for field and branch employees of Defendants in the State of California.
2 Plaintiffs' counsel appointed as lead counsel. Case settled and awaiting Final
3 Approval.

4 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case
5 No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
6 employees of Defendants in the State of California. Plaintiffs' counsel appointed
7 as lead counsel. Case settled, Final Approval granted, no objections and funds
8 fully distributed.

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

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

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

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

1 t. Burns v. Gymboree Operations, Inc., et al., San Francisco Superior Court,
2 Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for
3 meal and rest break violations for retail employees employed by Defendants in the
4 State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final
5 Approval granted, no objections and funds fully distributed.

6 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court,
7 Case No. 07CC00015. Wage and Hour Class Action seeking past wages of
8 overtime for mis-classification of managers employed by Defendants in the State
9 of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final
10 Approval granted, no objections and funds fully distributed.

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

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

21 28. Here, the Parties' agreement to pay Counsel Fees of \$280,526.33 of the Gross
22 Settlement Amount is reasonable.

23 29. First, the requested fees are justified by the result achieved. Plaintiffs' Counsel
24 negotiated a recovery of \$841,579.00 and this result justifies the requested fees equal to one third
25 of this recovery (\$280,526.33). This percentage is within the standard contingent recovery
26 percentage. Second, the requested fees are justified by the work performed and the results
27 achieved. Finally, Plaintiffs' counsel's lodestar far exceeds the amount requested.

28 30. The award of litigation expenses is based upon the actual expenses incurred by

1 Plaintiff's Counsel, and were all reasonably necessary to the litigation, and are detailed in Exhibit
2 1 attached hereto. The total costs for Plaintiff Mohammed is currently \$18,625.71¹. Under the
3 Agreement, Plaintiffs' Counsel will be recovering litigation expenses in the total amount not to
4 exceed \$30,000.00

5 31. 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).

8 I declare under penalty of perjury that the foregoing is true and correct. Executed on
9 September 14, 2026 at Irvine, California.

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11 James R. Hawkins

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26 ¹ The total costs reimbursement requested from counsel for Plaintiff Race is \$3,078.55, See Paragraphs 10-11 of
27 Declaration Of Conor J.D. Gomez In Support Of Joint Stipulation Requesting Approval Of Representative PAGA
28 Settlement, filed concurrently herewith. The total costs reimbursement requested from counsel for Plaintiff Smuland
is \$3,317.50, See Paragraph 12 of Declaration Of Kyle Nordrehaug In Support Of Motion To Approve PAGA
Settlement, filed concurrently herewith. The total costs reimbursement from Plaintiffs' counsel is \$25,021.76.

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Exhibit 1

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 05/19/2026
Client: MOHAMED01 - Susan Mohamed
Matter: UNIV HEALTH006 - Universal Health Services - Rancho Springs Hosp - Susan Mohamed v.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
03/12/2025	LDS	Legal Document Server - EFiling - Complaint for other employment over 35,000, Summons Issued and Filed, Cert of COounsel, Civil Case Cover sheet IN# 11472010	\$1,480.35		Unbilled				
04/16/2025	LDS	Legal Document Server - Process Serve - Summons, COmplaint, Civil Case Cover Sheet, Cert of Counsel, Adr Info Packet, Notice of Case Management, Order, notice of Case Assignment IN# 11751580	\$81.80		Unbilled				
04/22/2025	LDS	Legal Document Server - EFiling - proof of Service iN# 11751580-01	\$35.35		Unbilled				
05/07/2025	LDS	Legal Document Server - EFiling - Proof of Service, Order for Continuance IN# 11911902	\$55.35		Unbilled				
05/29/2025	LDS	Legal Document Server - EFiling - Complaint for other employment over 35,000, Summons issued and Filed IN# 11956031	\$1,485.35		Unbilled				
06/30/2025	LDS	Legal Document Server - EFiling - Request for, Proposed Order Re, proof of Service iN# 12310963	\$35.35		Unbilled				
11/13/2025	MED	Mediation Services IN# 3231 CK#2415	\$15,000.00		Unbilled				
		Total:	\$18,173.55	\$0.00					
		Balance:	\$18,173.55						

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 : -----			\$18,173.55						
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 05/19/2026
Client: MOHAMED01 - Susan Mohamed
Matter: UNIV HLTH PAGA - Universal Health Services - Rancho Springs Hosp - PAGA Mohamed

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
03/05/2025	FIL	LWDA submission fee	\$75.00		Unbilled				
03/05/2025	POS	Postage - 03.05.25 Crs to agent via certified mail re LWDA filing	\$11.26		Unbilled				
07/05/2025	LDS	Legal Document Server - EFiling - Request and Order for Continuance IN# 12343798	\$55.35		Unbilled				
07/11/2025	LDS	Legal Document Server - EFiling - Notice IN# 12359535	\$35.35		Unbilled				
08/01/2025	LDS	Legal Document Server - EFiling - Notice and Acknowledgment of Receipt IN# 12484420	\$30.00		Unbilled				
08/06/2025	LDS	Legal Document Server - EFiling - Proof of Service IN# 12564626	\$35.35		Unbilled				
08/29/2025	LDS	Legal Document Server - EFiling - Request and Order for Continuance IN# 12777865	\$55.35		Unbilled				
10/10/2025	CRT	Court Documents download related case complaint - Race	\$12.00		Unbilled				
10/10/2025	CRT	Court Documents download related case complaint - Smuland	\$11.80		Unbilled				
01/26/2026	LDS	Legal Document Server - Efiling - Amended Complaint IN# 13667496	\$30.00		Unbilled				
02/20/2026	LDS	Legal Document Server - EFiling - Proposed Order After Hearing re: request and order to Continue IN# 14019725	\$30.00		Unbilled				
03/20/2026	LDS	Legal Document Server - EFiling - Request to continue Court Hearing, proposed Order Hearing IN# 14299608	\$35.35		Unbilled				
03/24/2026	LDS	Legal Document Server - EFiling - Proposed ORder IN# 14319515	\$35.35		Unbilled				
		Total:	\$452.16		\$0.00				
		Balance:	\$452.16						

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 : -----			\$452.16						
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						