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

18 DAVID REESE, ISAAC KHARAUD,
19 PATRICIA BROWN, individually, and on
20 behalf of other members of the general public
21 similarly situated and on behalf of other
22 aggrieved employees pursuant to the California
23 Private Attorneys General Act;

24 Plaintiffs,

25 vs.

26 VEOLIA TRANSPORTATION, an unknown
27 business entity; TRANSDEV SERVICES,
28 INC., a Maryland corporation; and DOES 1
through 100, inclusive,

Defendant.

VICTOR DIAZ, individually and on behalf of all
others similarly situated,
Plaintiff,

vs.

TRANSDEV NORTH AMERICA, INC., a
California Corporation and DOES 1-50,
Inclusive.

Case No.: 21STCV29413 (lead)
[Related to Case Nos. 21STCV36076;
22STCV32496; 22STCV38405; and
23AHCV02160]

Honorable Carolyn B. Kuhl
Department 12

**DECLARATION OF JAMES HAWKINS IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

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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 VICTOR DIAZ (hereinafter referred to as “Plaintiff” or “Class Representative”). I submit this declaration in support of the Memorandum Of Points And Authorities In Support Of Motion For Preliminary Approval Of Class Action Settlement. 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 October 4, 2022, Named Plaintiff Diaz filed the Class Action against Defendant in a case entitled *VICTOR DIAZ v. TRANSDEV NORTH AMERICA, INC*, Los Angeles County Superior Court Case No. 22STCV32496.
3. On October 4, 2022, Named Plaintiff Diaz submitted a PAGA Notice to the LWDA.
4. On December 9, 2022, Named Plaintiff Diaz filed the PAGA Action against Defendant in a case entitled *VICTOR DIAZ v. TRANSDEV NORTH AMERICA, INC*, Los Angeles County Superior Court Case No. 22STCV38405.
5. On January 24, 2024, Plaintiff Diaz filed a n amended PAGA notice to the LWDA to inform them of Plaintiff’s intent to file an amended PAGA complaint) to add the proper Defendant, Transdev Services, Inc. to the pleadings while removing the improperly named Defendant Transdev North America, Inc. from the pleadings.
6. On February 20, 2024, an amended complaint was filed in the class case (Case No. 22STCV32496) to add the proper Defendant, Transdev Services, Inc. to the pleadings while removing the improperly named Defendant Transdev North America, Inc. from the pleadings.
7. On February 20, 2024, an amended complaint was filed in the PAGA case (Case No. 22STCV38405) to add the proper Defendant, Transdev Services, Inc. to the pleadings while removing the improperly named Defendant Transdev North America, Inc. from the pleadings.
8. The Actions allege that Defendant violated various wage-and-hour laws, including:
(1) failure to pay wages including overtime as required by Labor Code §§ 510 and 1194; (2)

1 failure to provide meal periods as required by Labor Code §§ 226.7, 512 and IWC Wage Orders;
2 (3) failure to provide rest periods as required by Labor Code §§ 226.7, 512; (4) failure to pay
3 timely wages required by Labor Code § 203; (5) failure to timely pay wages during employment
4 required by Labor Code § 204; (6) failure to provide accurate wage statements required by Labor
5 Code §§ 226, 226.3, 558.1; (7) Issuing Payment of Wages in the Form of a Non-Labor Code-
6 Compliant Instrument Pursuant to Labor Code §§ 212 and 213; (8) violation of Business &
7 Professions Code § 17200, et seq.; and (9) penalties pursuant to the California Private Attorneys
8 General Act.

9 9. In preparation for the mediation, Defendant provided Class Counsel with time and
10 payroll records and relevant policies for Class Members during the Class Period.

11 10. The Parties have engaged in extensive settlement negotiations and participated in
12 two full-day mediations conducted by Deborah Saxe Esq. (the “**Mediator**”), a respected mediator
13 of complex wage-and-hour actions, and with the assistance of the Mediator’s evaluations, the
14 Parties reached the settlement that is memorialized in this Agreement.

15 11. Defendant deny that they engaged in any misconduct in connection with the wage-
16 and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees).
17 Defendant further deny that they have any liability of any kind associated with the claims alleged
18 in the Actions. Defendant contend that they have complied with both federal and state wage-and-
19 hour laws, and all other laws regulating its relationship with the Class Members and the Aggrieved
20 Employees, including the Named Plaintiffs.

21 12. In short, Defendant provided discovery sufficient to enable the Plaintiff and Class
22 Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the
23 potential damages arising from the claims made in this case. As a result of settlement efforts, the
24 Parties agreed to settle this matter for the Gross Settlement Amount of \$4,500,000.00 for
25 approximately 9,577 class members and the terms of which are fully memorialized in the
26 Settlement Agreement. At all times, the Parties’ negotiations were adversarial and non-collusive.

27 13. “Class” or “Class Members” means all persons who have been employed by
28 Defendant as Non-Exempt Employees or equivalent positions however titled in the state of

1 California during the Class Period who did not sign an arbitration agreement with Defendant.
2 Defendant represent there are approximately 9,577 Class Members who worked during the Class
3 Period. Defendant also represent that it estimates there will be approximately 956,264 workweeks
4 during the Class Period.

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

20 15. In summary, Plaintiff's Counsel performed a thorough investigation into the
21 claims at issue, which included: (1) determining Plaintiff's suitability as private attorneys general
22 and subsequent class representative through interviews, background investigations, and analyses of
23 their employment files and related records; (2) evaluating all of Plaintiff's potential representative
24 claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of
25 the positions, and the type of employer; (4) analyzing employees' time and wage records and driver
26 manifest; (5) reviewing Defendant's employment policies and practices; (6) researching settlements
27 in similar cases and the prior settlement in this case; (7) evaluating Plaintiff's claims and estimating
28 Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9)

1 participating in the mediation.

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

7 17. Since the filing of the complaint, the Parties have engaged in numerous discussions
8 regarding the factual and legal issues surrounding this case. Throughout the litigation, Defendant
9 produced thousands of pages of information and thousands of lines of data in both electronic and
10 pdf formats, including policies, handbooks, relevant policies, and payroll and time records.
11 Defendant also provided Plaintiff's personnel file, and information regarding the number of
12 employees holding these positions during the relevant time period. Defendant also provided
13 substantial information concerning the total number of potential class members, the payroll data at
14 issue, and the applicable hourly rates, workweeks and pay periods, and other summary data related
15 to the alleged class. The Parties have conducted themselves in informed, good faith arms-length
16 negotiations after conducting informal discovery and exchanging extensive evidence and
17 information about the claims and defenses of this lawsuit, and engaging in pre-mediation
18 discussions, telephone conferences, and correspondence all aimed at settling their dispute.

19 18. As a result of the mediation, the Parties agreed to settle this matter for a Gross
20 Settlement Amount ("GSA") of \$4,500,000.00. Plaintiff's counsel balanced the terms of the
21 proposed Settlement against the risk of litigation and probable outcome at the class certification
22 stage, and if any Class were certified, at trial. Based on their own respective independent
23 investigations and evaluations, and after taking into account the sharply disputed factual and legal
24 issues involved in this matter, the risks attending further prosecution of the case, and the monetary
25 benefits received under the Settlement despite the questionable nature of the claims, Plaintiff's
26 counsel is of the opinion that Settlement for the consideration and on the terms set forth in the
27 Settlement Agreement is fair, reasonable and adequate and is in the best interests of Plaintiff and
28 the Class. Counsel for the Parties investigated the applicable law as applied to the facts

1 discovered regarding the claims of Plaintiff, Defendant's defenses thereto and the damages
2 claimed by Plaintiff on behalf of the Settlement Class.

3 19. I believe that the consideration and terms set forth in the Settlement Agreement are
4 fair, reasonable, and adequate and are in the best interests of the Settlement Classes in light of all
5 known facts and circumstances, including the various defenses asserted by Defendant, and
6 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
7 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
8 litigation, the lengthy process of establishing specific damages and various possible delays and
9 appeals, were also carefully considered in agreeing to the proposed Settlement. The Net Class
10 Settlement Amount is the Gross Settlement Amount less the following amounts, subject to
11 approval by the Court: Attorneys' Fees of up to \$1,575,000.00 (if the Gross Settlement Amount
12 remains \$4,500,000.00) and Costs not to exceed \$120,000.00 to Class Counsel, Enhancement
13 Award to each Plaintiff of \$10,000.00 (for a combined total of \$40,000.00), Settlement
14 Administration Costs to the Settlement Administrator not to exceed \$59,990.00, and the PAGA
15 Penalty Amount of \$500,000.00. Assuming that the amounts allocated under the Settlement
16 toward these payments are awarded by the Court, the Net Class Settlement Amount that will be
17 available for distribution to Settlement Class Member is currently \$2,205,010.00. Additionally,
18 25% of the PAGA Penalty Amount (i.e., Individual PAGA Payment), which is \$125,000.00 out of
19 \$500,000.00, will be distributed to the Aggrieved Employees, for their respective portion of the
20 Individual PAGA Payment.

21 20. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiff
22 involved both in not prevailing on one or more of the causes of action or theories alleged in the
23 operative Complaints and in non-certification, and if successful, Defendant dispute the ability of
24 Plaintiff to certify a class in this case. Defendant also argued it maintained lawful written policies
25 that were provided to the class members and enforced those policies. Yet, despite the defenses
26 proffered by Defendant, the proposed Settlement commits Defendant to pay each Class Member a
27 portion of the NSA. The amount to be paid to the Classes is fair, adequate and reasonable given
28 the significant risk to Plaintiff and the Class in continuing with the litigation and not prevailing on

1 their claims at class certification or at trial or not being paid anything even if trial was successful.

2 21. The Parties investigated relevant law as applied to the facts of the case, potential
3 defenses, and damages claimed by Plaintiff on behalf of himself and the Class. Discovery largely
4 focused on Plaintiff's allegations of Defendant's: failure to pay all minimum wages and overtime
5 compensation including, but not limited to; time spent working off-the-clock; failure to provide
6 meal periods and rest breaks or premium payments; failure to provide records; failure to provide
7 and maintain complete and accurate itemized wage statements; untimely payment of wages
8 during employment and at the time of termination; failure to pay wages with labor compliant
9 instrument; and unfair competition under Cal. Bus. & Prof. Code §§17200, et seq. Information
10 and data exchanges included significant sampling of Class Members' dates of employment,
11 hourly rates time records, and payroll records. The parties conducted their own evaluations of the
12 potential recoveries based on the claims alleged in the Action and the defenses at play.

13 22. Although Plaintiff's Counsel believe the class claims are strong, Plaintiff's Counsel
14 also recognize that if the litigation had continued, they may well have encountered significant legal
15 and factual hurdles that could have prevented the Class from obtaining any recovery. To be sure, a
16 number of cases have found wage and hours actions to be especially amenable to class resolution.
17 However, some courts have gone the other way, finding that some of the very claims at issue here-
18 especially meal period and rest period violations-were not suitable for class adjudication because
19 they raised too many individualized issues. *See Duran v. US. Bank National Association*, 59 Cal.
20 4th 1 , 31 (2014) (reversing a verdict from a class trial); *Ali v. U.S.A. Cab Ltd.*, 176 Cal. App. 4th
21 1333, 1341 (2009) (affirming denial of certification because employees' declarations attesting to
22 having taken meal and rest periods demonstrated that individualized inquiries were required to show
23 harm); *Campbell v. Best Buy Stores, L.P.* , 2013 U.S. Dist. LEXIS 137792, at *30- 41 (C.D. Cal.
24 Sept. 20, 2013) (following *Brinker* and denying certification of proposed off-the-clock and rest and
25 meal break classes due to lack of uniform policy); *Jimenez v. Allstate Ins. Co.*, 2012 U.S. Dist.
26 LEXIS 65328 (C.D. Cal. Apr. 18, 2012) (denying motion to certify meal and rest period classes
27 based on employer's practice of understaffing and overworking employees); *Gonzalez v. Officemax*
28 *NA.*, 2012 U.S. Dist. LEXIS 163853 (C.D. Cal. Nov. 5, 2012) (same); *Brown v. Fed. Express Corp.*,

1 249 F.R.D.580, 587-88 (C.D. Cal. 2008) (denying certification of driver meal and rest period claims
2 based on the predominance of individual issues); *Kenny v. Supercuts, Inc.*, 252 F.R.D. 64 I, 645
3 (N.D. Cal. 2008) (denying certification on meal periods claim); *Blackwell v. Skywest Airlines, Inc.*
4 , 245 F.R.D. 453, 467- 68 (S.D. Cal. 2007) (declining to certify class action because individual
5 issues predominated when different employee stations provided different practices with respect to
6 meal periods).

7 23. Some courts have denied certification even when an employer's policies are unlawful
8 on their face. For instance, in *Ordonez v. Radio Shack, Inc.*, 20 1 3 U.S. Dist. LEXIS 7868, *35-4 1
9 (C.D. Cal. Jan. 17, 201 3), the court denied certification even though the plaintiff submitted evidence
10 of a facially unlawful policy regarding rest breaks. The *Ordonez* court concluded that the
11 predominance and superiority elements were not met based on the employer's presentation of
12 anecdotal evidence of lawful compliance notwithstanding the unlawful policy. *Id.* at *38-40. And it
13 should be underscored that that claims which are amendable to certification can be disposed of by
14 motion for summary judgment. *See Loudv. Eden Med. Ctr.*, 2013 U.S. Dist. LEXIS 122873, **36-
15 53 (N.D. Cal. Aug. 28, 2013) (granting summary judgment on wage statement claim because
16 plaintiff could not show injury due to defects and that incorrect wage information is not willful).

17 24. As the above examples illustrate, the prospect of certifying a wage and hour action
18 is always uncertain, and the risk of being denied class certification militates in favor of settlement.
19 A denial of class certification effectively forecloses continued litigation, as neither the individual
20 nor his or her attorney will have any incentive to proceed with an individual case when such small
21 claims are at stake. *See In re Baycol Cases I & II*, 5 1 Cal. 4th 75 1 , 758 (2011) (explaining that a
22 dismissal of class claims is effectively the "death knell" of the case, despite survival of individual
23 claims). In other words, for cases where individual damages are relatively small, denial of class
24 certification results in a near-complete loss for Plaintiff as well as no recovery for the employees,
25 who are shut out of the action. Thus, if the putative Class had not been certified, the value of
26 Plaintiff's case would have been reduced to a fraction of the value of this Settlement; indeed,
27 Defendant would likely have offered no money to settle the class-wide claims if certification had
28 been denied.

1 25. Finally, early resolutions save time and money that would otherwise go to litigation.
2 Parties' resources, as well as the Court's, will be further taxed by continued litigation. And if this
3 action had settled following additional litigation, the settlement amount would likely have taken into
4 account the additional costs incurred, and there may have been less available for Class Members.
5 Cost savings is one reason why California policy strongly favors early settlement. *See Nemy v.*
6 *Regents of University of California*, 3 Cal. 4th 273, 277 (1992) (explaining the high value placed on
7 settlements and observing that "[s]ettlement is perhaps most efficient the earlier the settlement
8 comes in the litigation continuum."). This concern also supports settlement.

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

19 27. The Class Representative has provided extensive supporting documents and
20 assisted Class Counsel in developing information necessary to litigate and settle this case.
21 Plaintiff also conducted record review and consultation with counsel in preparation for mediation,
22 and to assist in evaluating and proving the claims. The settlement provides for a Payment to be
23 paid to the Class Representative in the amount of \$10,000.00 subject to Court approval. The
24 purpose is to compensate the Class Representatives an additional incentive payment, taking into
25 consideration the risks, time, effort and expenses incurred in coming forward to provide invaluable
26 information and negotiate and litigate this matter on behalf of all Settlement Class Members who
27 otherwise, would probably not file their own individual claims to recover what may be relatively
28 low damages. Further, the Payment of \$10,000.00 as an Enhancement Award to the Class

1 Representative is a very fair and justified as part of the Settlement based on the risks Plaintiff has
2 taken and benefits conferred upon the Settlement Class.

3 28. Class certification, as requested by the Parties for the purposes of the settlement
4 only, should be granted because Plaintiff allege that the proposed Settlement Class Members'
5 claims all stem from the same alleged conduct, i.e., that Defendant violated California law because
6 of their alleged: failure to pay all minimum wages and overtime compensation including, but not
7 limited to; time spent working off-the-clock; failure to provide meal periods and rest breaks or
8 premium payments; failure to provide records; failure to provide and maintain complete and
9 accurate itemized wage statements; split shift violations; failure to keep complete and accurate
10 payroll records; untimely payment of wages during employment and at the time of termination;
11 failure to provide supplemental paid sick leave; tip theft; failure to pay reporting time pay; failure
12 to reimburse necessary business expenses; and unfair competition under Cal. Bus. & Prof. Code
13 §§17200, et seq. Under these specific circumstances, the commonality requirement for class
14 certification is satisfied. The typicality requirement for certification is also met as it is alleged
15 that the Class Representatives and the proposed Settlement Class were subjected to similar
16 violations based upon similar conduct, policies and practices of the Defendant regardless of their
17 duties.

18 29. The adequacy requirement for certification is also met. The Class Representative
19 and Class Counsel have prosecuted this action vigorously on behalf of the Settlement Class. The
20 Class Representative will receive a reasonable award for the time and effort spent assisting Class
21 counsel with factual issues surrounding the case. Other than this specific payment to the Class
22 Representative, all of the Settlement Class Members will receive a proportionate share of the
23 NSA, as detailed above provided they do not exclude themselves. Further, all PAGA Members
24 during the PAGA Period will receive their pro rata share of PAGA Penalties. As a result, there is
25 no conflict of interest between the Class Representative and the Settlement Class Members.
26 Further, the NSA will be fairly distributed among Participating Class Members, and no
27 "settlement allocation" questions will be raised.

28 30. Common questions of law and fact predominate over individual questions and

1 class-wide treatment of this dispute is superior to individual litigation. Plaintiff alleges that the
2 proposed Settlement Classes in this case are sufficiently cohesive, since all Settlement Class
3 Members share a common nucleus of facts and potential legal remedies, and since all of the
4 Settlement Class Members and the Class Representative seek compensation for unpaid wages and
5 other civil and statutory penalties from Defendant for the allegations described in the Complaints.
6 Common questions about compensation or lack thereof for work performed by Settlement Class
7 Members and the Settlement Class Members' potential legal remedies are identical. The
8 alternative method of resolution is individual claims for relatively small amounts of damages, but
9 individual cases would be uneconomical for potential Plaintiff because the cost of litigation dwarfs
10 potential recovery. Therefore, a class action is the preferred method of resolution.

11 31. The class notice plan here calls for the Settlement APEX Class Administration, to
12 mail a Notice of Class Action settlement to all known and reasonably ascertainable Settlement
13 Class Members based on Defendant's records. Further, the Settlement Administrator will conduct
14 a skip-trace and use all reasonable efforts to locate Settlement Class Members and will re-mail all
15 returned envelopes with forwarding addresses. The notice is consistent with the class certification
16 notices approved by numerous state and federal courts, and is the best notice practicable under
17 circumstances of this case. The proposed Settlement Class Members are ascertainable because all
18 of the Settlement Class Members have worked for Defendant during the Class Periods and can be
19 identified through Defendant's records.

20 32. The Notice also fulfills the neutrality requirement. It summarizes the proceedings
21 to date and the terms and conditions of the Settlement in an informative and coherent manner, and
22 is accurate, objective, and understandable to Settlement Class Members, as is required under
23 prevailing precedent. The Notice clearly states the Settlement does not constitute an admission of
24 liability by Defendant and recognizes the Court has not ruled on the merits. It also states the final
25 settlement approval decision has yet to be made. The Notice also clearly instructs the Settlement
26 Class Members on how to object or exclude themselves from the Settlement. Therefore,
27 Settlement Class Members will have the option to participate or exclude themselves simply by
28 mailing a request to exclude themselves. The Settlement Class consists of non-exempt employees

1 who speak English. Thus, the Notice of Class Action is drafted in a manner that is likely to be
2 readily understood by the Settlement Class. Accordingly, the Notice complies with the standards
3 of fairness, completeness and neutrality required of a Notice of Class Action Settlement. The
4 Notice therefore is neutral, objective and understandable.

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

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

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

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

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

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

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

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

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

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

26 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case
27 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal
28 and rest break violations for security officers in the State of California. Plaintiff's

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

3 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,
4 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
5 seeking past wages for meal and rest break violations for security officers employed by
6 Defendant in the State of California. Plaintiff's counsel and co-counsel. Case settled,
7 Final Approval granted and funds fully distributed.

8 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court,
9 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime,
10 meal and rest break violations for housekeepers employed by Defendant in the State of
11 California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval
12 granted, no objections and funds fully distributed.

13 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
14 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and
15 rest period violations for non-exempt employees employed by Defendant in the state of
16 California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has
17 petitioned the Court for Lead Counsel.

18 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
19 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages
20 for field and branch employees of Defendant in the State of California. Plaintiff's
21 counsel appointed as lead counsel. Case settled and awaiting Final Approval.

22 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
23 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
24 employees of Defendant in the State of California. Plaintiff's counsel appointed as
25 lead counsel. Case settled, Final Approval granted, no objections and funds fully
26 distributed.

27 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
28 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest

break violations for security guards employed by Defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

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

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

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

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

u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime for misclassification of managers employed by Defendant in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

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

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

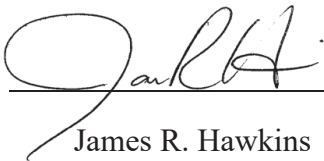
11 34. The Settlement Agreement authorizes Class Counsel to seek from the Court
12 attorneys' fees not to exceed 35% of the settlement and reasonable costs. Any amounts not awarded
13 in fees will be added to the Net Settlement Amount—i.e., the Settlement is not dependent on the
14 Court awarding any particular amount to Class Counsel in attorneys' fees, costs, or expenses. Here,
15 the Parties' agreement to pay Class Counsel Fees of 35% of the Gross Settlement Amount is
16 reasonable. Plaintiffs' counsel along with our co counsel have borne the entire risk and cost of this
17 litigation on a pure contingency fee basis. The legal issues raised drew significantly upon my firms
18 and co-counsel's experience and the extensive review and analysis of documents and information
19 by me and others at my firm and our co-counsel. In a complex action such as this, the proposed
20 attorneys' fees are, at the very least, on the average side of the market rate for contingency fees.

21 35. At this juncture, with the addition of more hours due to the administration of the
22 Settlement by Class Counsel, administration of the Settlement, and preparation for final approval,
23 counsel for plaintiff will provide a detailed analysis of its time in advance of the final approval
24 hearing. Plaintiff's counsel will file a motion for attorneys' fees and costs to be heard
25 concurrently with the motion for final approval in accordance with the terms of the settlement
26 agreement.

27 36. Despite the complexity of the case, Class Counsel has, through the investment of
28 substantial effort and the resources of my law firm been able to secure an outstanding settlement

1 on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual
2 obstacles in demonstrating that class certification was appropriate. Plaintiff would also have been
3 required to establish a significant amount of witness testimony, pattern and practice evidence,
4 statistical evidence, sampling evidence, expert testimony, and other evidence in order to present
5 their case both at the class certification stage and trial. Defendant vigorously contested liability,
6 the amount of claimed damages, and the propriety of class certification, and would have continued
7 to do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate
8 and in the best interests of the Settlement Class. The fairness and adequacy of the Settlement is
9 confirmed by all known facts and circumstances, including the risk of significant delay and
10 uncertainty associated with litigation, the various defenses asserted by Defendant, and numerous
11 potential appellate issues.

12 I declare under penalty of perjury that the foregoing is true and correct. Executed on June
13 18, 2026 at Irvine, California.

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15 James R. Hawkins
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