

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.:(949) 387-7200
Fax:(949) 387-6697
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com

SOLOUKI | SAVOY, LLP
Grant Joseph Savoy, Esq.(SBN: 284077)
grant@soloukisavoy.com
Shoham J. Solouki, Esq.(SBN: 278538)
shoham@soloukisavoy.com
316 W. 2nd Street, Suite 1200
Los Angeles, California 90012
Telephone: (213)814-4940
Facsimile: (213)814-2550

Attorneys for Plaintiffs DARCEL CELESTE NAVARRETTE and ELIZABETH QUIROGA CARRERO and Class Members

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MADERA

DARCEL CELESTE NAVARRETTE and
ELIZABETH QUIROGA CARRERO,
individually and on behalf of all others
similarly,

Plaintiffs,

v.

INTERSTATE MANAGEMENT
COMPANY, LLC dba LA QUINTA INN
& SUITES BY WYNDHAM MADERA, a
Delaware Limited Liability Company;
AIMBRIDGE HOSPITALITY, LLC, a
Delaware Limited Liability Company; and
DOES 1-10, inclusive,

Defendant.

CASE NO.: MCV087491

[Assigned for all purposes to Hon. Eric J. LiCalsi;
Dept.44]

**DECLARATION OF JAMES HAWKINS IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 18, 2025
Time: 8:30 a.m.
Dept.: 44

Complaint Filed: August 12, 2022

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

DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiffs CELESTE NAVARRETTE and ELIZABETH QUIROGA CARRERO (hereinafter referred to as “Plaintiffs” or “Class Representatives”), who commenced this class and PAGA action on behalf of the Class Members and Aggrieved Employees. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

RELEVANT PROCEDURAL HISTORY AND FACTUAL BACKGROUND

2. On or about August 12, 2022, Plaintiff Navarrette filed a complaint in the Superior Court of the State of California, County of Madera (Case No. MCV087491) against Defendants for alleged violations of the California Labor Code, including for its alleged failure to pay all minimum wages, failure to pay all overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to issue accurate itemized wage statements, and failure to timely pay all wages (the “*Navarrette Class Action*”).

3. On or about December 20, 2022, Plaintiff Navarrette filed a separate Representative Action Complaint under the Private Attorney General Act of 2004, Labor Code § 2698, et seq. (“PAGA”) in the Superior Court, County of Madera (Case No. MCV087892), against Defendants (the “*Navarrette PAGA Action*”). (together the *Navarrette Class Action* and the *Navarrette PAGA Action* are referred to herein as the “*Navarrette Actions*”).

4. On or about August 12, 2022, Plaintiff Elizabeth Quiroga Carrero filed a complaint in the Superior Court, County of Los Angeles (Case No. 22STCV41124), against Defendants, also for alleged violations of the California Labor Code, including for its alleged failure to pay all minimum wages, failure to pay all overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to issue accurate itemized wage statements, and failure to timely pay all wages. (the “*Carrero Class Action*”). (together the *Navarrette Actions* and the *Carrero Class*

1 *Action* are referred to herein as the “*Actions*”).

2 5. On June 26, 2024, the Parties participated in mediation to reach a global class
3 settlement of the Class and PAGA Actions. While the parties were not successful in resolving the
4 Lawsuits during the mediation, subsequent negotiations facilitated by mediator Kevin Barnes,
5 Esq., have resulted in the class-wide resolution of this matter to fully resolve the Class and PAGA
6 Actions.

7 6. On or about January 3, 2025, as the result of a settlement proposal by experienced
8 mediator Kevin Barnes, the Parties reached a preliminary agreement to settle the Actions.

9 7. As part of the agreement, on or about April 15, 2025, by stipulation of the Parties
10 and order of the Court, Plaintiffs filed a consolidated Complaint to consolidate the Actions
11 (“Consolidated Complaint” or “First Amended Complaint”). The Consolidated Complaint alleges
12 the following causes of action:

- 13 • FAILURE TO PROVIDE REQUIRED MEAL PERIODS
- 14 • FAILURE TO PROVIDE REQUIRED REST PERIODS
- 15 • FAILURE TO PAY WAGES, INCLUDING OVERTIME WAGES
- 16 • FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING
- 17 EMPLOYEES
- 18 • FAILURE TO MAINTAIN REQUIRED RECORDS
- 19 • FAILURE TO FURNISH ACCURATE ITEMIZED STATEMENTS
- 20 • FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY
- 21 EXPENDITURES INCURRED IN DISCHARGE OF DUTIES
- 22 • VIOLATION OF CALIFORNIA LABOR CODE §§ 551, 552, AND 558
- 23 (Failure to provide one day of rest in seven)
- 24 • UNFAIR AND UNLAWFUL BUSINESS PRACTICES
- 25 • PRIVATE ATTORNEYS GENERAL ACT

26 8. Between August 2020 through approximately August 2021, Plaintiff Navarrete was
27 employed by Defendants as a non-exempt employee with the title of Front Desk Agent. Plaintiff’s
28

1 duties included but were not limited to Checking in guests, filing, and handling phone calls and
2 reservations. Plaintiff worked at the La Quinta Inna Medera location.

3 9. Between August 1, 2022 and January of 2024 (when she was forced to resign),
4 Plaintiff Carrero was employed by Defendants as a non-exempt employee with the title of
5 Housekeeper. Plaintiff's duties included but were not limited to cleaning rooms and common
6 areas. Plaintiff worked at the Marriot Courtyard Santa Monica location.

7 10. Defendant owns and operates hotels with multiple locations in the State of
8 California.

9 **INVESTIGATION**

10 11. Plaintiffs' Counsel conducted a thorough investigation into the factual and legal
11 issues implicated by Plaintiffs' claims, and were able to objectively assess the settlement's
12 reasonableness. For example, prior to filing the action, Plaintiffs contacted Plaintiffs' Counsel to
13 discuss the factual bases for pursuing their actions against Defendants for Labor Code violations.

14 12. Plaintiffs were intimately familiar with Defendants' labor policies and practices,
15 and over the course of multiple interviews, knowledgeably summarized those policies and
16 practices to Plaintiffs' Counsel. During those conversations, Plaintiffs' Counsel explained how the
17 policies and practices were instituted and provided valuable insight into how they gave rise to the
18 alleged Labor Code violations. Based on these interviews with Plaintiffs, Plaintiffs' Counsel
19 determined that there were legally sufficient grounds for pursuing the Actions against Defendant.
20 And in preparation for drafting the complaints, Plaintiffs' Counsel conducted their own
21 independent preliminary investigations into the factual bases for Plaintiff's claims, which entailed,
22 *inter alia*, a careful examination of Plaintiffs' personnel files and associated records.

23 13. During the course of litigation, Plaintiffs' propounded written discovery. Plaintiffs'
24 counsel received a considerable amount of documents and data, including employee demographic
25 data, time and pay records for a 20% sample of the Class. The document and data exchanges
26 allowed Plaintiffs' Counsel to fully assess the nature and magnitude of the claims being settled, as
27 well as the impediments to recovery, and ultimately enabled Plaintiffs' Counsel to make an
28 independent assessment of the reasonableness of the settlement's terms.

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

11 15. By engaging in such a thorough investigation and evaluation of Plaintiffs' claims,
12 Plaintiffs' Counsel can opine that the Settlement, for the consideration and on the terms set forth
13 in the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class
14 Members in light of all known facts and circumstances, including the risk of significant delay and
15 uncertainty associated with litigation, and various defenses asserted by Defendants.

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

24 17. I believe that the consideration and terms set forth in the Settlement Agreement are
25 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
26 known facts and circumstances, including the various defenses asserted by Defendants, and
27 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
28 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex

litigation, the lengthy process of establishing specific damages and various possible delays and appeals, were also carefully considered in agreeing to the proposed Settlement.

TERMS OF SETTLEMENT

18. The \$2,000,000.00 Gross Settlement Fund (“GSF”) includes, without limitation, (1) automatic payments from the Net Settlement Amount to all Class Members who do not opt out; (2) attorneys’ fees in the amount of up to \$700,000.00 and reimbursement of litigation costs and expenses in the amount of \$27,662.17 to Class Counsel (“Attorneys’ Fees and Costs” or “Class Counsel Award”); (3) Service payment to Plaintiffs in the amount of up to \$10,000.00 each (“Service Payment”); (4) fees and expenses of administration of the Settlement to the Settlement Administrator in an amount not to exceed \$33,000.00 (“Settlement Administration Costs”); (5) the twenty-five percent (25%) share of the PAGA Penalties to be a part of the Net Settlement Sum that will be distributed to Class Members in the PAGA Group in the amount of \$25,000.00; and (6) the seventy-five percent (75%) share of PAGA Penalties (“LWDA Payment”) in the amount of \$75,000.00 to the California Labor and Workforce Development Agency (“LWDA”). This is a non-reversion settlement. After deductions, the Net Settlement Fund (“NSF”) is estimated to be approximately \$1,444,337.83.

19. Based on the estimated Net Settlement Fund of \$1,444,337.83, provides on average each Settlement Class Member with approximately **\$270.53** per Class Member. The highest amount a Settlement Class Member will receive is approximately \$842.75. The lowest payment is estimated to be approximately \$9.36. To the extent any amount for Attorneys’ Fees, Costs, Claims Administration Costs or Enhancements are not awarded, the difference in those amounts will be added to the NSF. This is a guaranteed amount of money paid to Settlement Class Members now, rather than the continued risk of further litigation and receiving no money sometime in the far future and after trial and appeals.

20. I believe that the consideration and terms set forth in the Settlement Agreement are fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all known facts and circumstances, including the various defenses asserted by Defendant, and numerous potential appellate issues. In addition, the prospect of a potential adverse summary

1 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
2 litigation, the lengthy process of establishing specific damages and various possible delays and
3 appeals, were also carefully considered in agreeing to the proposed Settlement.

4 **CLASS COUNSEL'S EXPERIENCE**

5 21. 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 ○ *Mojica v. Compass Group, Inc., et al.* USDC Central District, Case No. 8:13-cv-
11 01754.
- 12 ○ *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- 13 ○ *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- 14 ○ *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
15 SACV08-00412.
- 16 ○ *West v Iron Mountain Information Management, Inc, et al.*; Los Angeles County
17 Superior Court, Case No. BC393709.
- 18 ○ *Gonzalez v. Superior Industries International, Inc., et al.*, Los Angeles County
19 Superior Court, Case No. BC 357912.
- 20 ○ *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
21 Superior Court, Case No. RIC 440630.
- 22 ○ *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
- 23 ○ *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case
24 No. 05CC00013.
- 25 ○ *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court, Case
26 No. 105-CV047499, et al. J.C.C.P. No. 4460.
- 27 ○ *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court,
28 Case No. RIC 420909.

- 1 ○ *Ruiz, et al. v. Unisourse Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT, Case
2 No. CV09-05848.
- 3 ○ *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL DISTRICT,
4 Case No. SACV 08-680.
- 5 ○ *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
6 05CC00128.
- 7 ○ *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
8 07CC01292.
- 9 ○ *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior
10 Court, Case No. BC411477.
- 11 ○ *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case No.
12 06CC00099.
- 13 ○ *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case No. BC
14 330145.
- 15 ○ *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court, Case No.
16 CGC-07-461612.
- 17 ○ *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court, Case No.
18 07CC00015.
- 19 ○ *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior Court, Case
20 No. 07CC01347.
- 21 ○ *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court, Case
22 No. BC387088.
- 23 ○ *Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour*
24 *Cases*, Los Angeles Superior Court, Case No. JCCP 4545.
- 25 ○ *Placencia v. Amcor Packaging Distribution, Inc.*, Orange County Superior Court,
26 Case No. 30-2013-00694012-CU-OE-CXC.
- 27 ○ *Trani v. Lisi Aerospace, et al.*, Los Angeles Superior Court, Case No. BC495527.
- 28

- ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.
- ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.
- ***Gutierrez v. HMT Tank, USDC Central Dist.***, Case No. CV14-1967-CAS(MAN)
- ***Williams v. Il Fornaio America Corp.***, Sacramento County, Case No. 34-2011-0009616.
- ***Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- ***Madrigal v. Huntington Beach Market Broiler, Inc.***, Orange County, Case No. 30-2012-00611260.
- ***Vang v. Jazz Semiconductor, Inc.***, Orange County, Case no. 30-2011-00460278.
- ***Vigueras v. Red Robin International, Inc.***, USDC Central Dist. Case No. *SACV 17-1422 JVS (DFMx)*;
- ***Smith v. Space Exploration Technologies Corp.***, Los Angeles Superior Court, Case No. *BC55429*;
- ***Cano v. Financial Statement Services, Inc.***, Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- ***Mendez v. Liberty Glass Fabricators, Inc.***, Riverside County Superior Court Case No. *RIC1800119*;
- ***Attia v. Neiman Marcus Group, Inc.***, United States District Court for the Central District of California Case No. *8:16-cv-001504-DOC-FFM*;
- ***O'Brien, et al. v. Cerida Investment Corp.***, Santa Clara Superior Court Case No. *21CV384527*;
- ***Gonzalez v. Quality Aluminum Forge, LLC***, Orange County Superior Court Case No. 30-2015-00817941;
- ***Shay v. Apple, Inc.***, United States District Court for the Southern District of California Case No. *3:20-cv-1629-JO-BLM*;

- 1 ○ *Milligan v. CWI, Inc.*, San Bernardino Superior Court Case No. CIVDS 2013999;
- 2 ○ *Aguilar v. LDI Mechanical, Inc.*, Riverside County Case No. RIC1610019;
- 3 ○ *Abron v. University Healthcare Alliance*, Alameda County Superior Court Case No.
- 4 RG20066438;
- 5 ○ *Benson v. F21 Opco, LLC*, San Diego Superior Court Case No. 37-2021,00024619-
- 6 CU-OE-CTL;
- 7 ○ *Allen v. Creative Stone Mfg., Inc.*, San Bernardino County Superior Court Case No.
- 8 CIVSB2201498;
- 9 ○ *Santamaria v. Bright Horizons Children's Center*, San Bernardino County Superior
- 10 Court Case No. CIVSB2210140;
- 11 ○ *Yniguez v. Airgas USA, LLC*, Los Angeles County Superior Court Case No.
- 12 20STCV18190;
- 13 ○ *Cervantez v. Genuine Parts Company*, Los Angeles County Superior Court Case No.
- 14 22STCV00981;
- 15 ○ *Robles v. Jetro Holdings, LLC*, San Diego Superior Court Case No. 37-2021-
- 16 00015414-CU-OE-CTL;
- 17 ○ *Hernandez v. Euromarket Designs, Inc.*, Santa Clara County Superior Court Case
- 18 No. 20CV3770922;
- 19 ○ *Ayala v. Veg-Land, et al.*, Orange County Superior Court Case No. 30-2014-
- 20 00738775-CU-OE-CXC;
- 21 ○ *Puente v. Sully-Miller Contracting Co.*, Orange County Superior Court Case No. 30-
- 22 2015-00792088-CU-OE-CXC;
- 23 ○ *Garcia v. Revolution Foods, Inc.*, Los Angeles Superior Court Case No. BC579142;
- 24 ○ *Attaway, et al. v. Alliance Residential, LLC*, Santa Clara County Superior Court Case
- 25 No. 20CV365134;
- 26 ○ *Bowman v. Delta Dental of California*, Alameda County Superior Court Case No.
- 27 RG21108230;
- 28

- ***Hernandez v. Burrtec Waste & Recycling Services, LLC***, United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
- ***Grant v. T-Mobile USA, Inc.***, United States District Court for the Central District of California Case No. 2:21-CV-02268;
- ***Dawson v. Wonderful Pistachios and Almonds, LLC***, Kern County Superior Court Case No. BCV-17-100848;
- ***Hamilton, et al. v. Michael Kors Stores (California), Inc.***, Los Angeles County Superior Court Case NO. 19STCV37061;
- ***Ross v. Stater Bros.***, San Bernardino Superior Court Case No. CIVDS1902518;
- ***Walker v. Barrett Business Services, Inc., et al.***, Los Angeles County Superior Court Case No. 20STCV39172;
- ***Benitez, et al. v. Medtronic, Inc., et al.***, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- ***Montgomery v. Copart, Inc.***, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- ***Vizcarra-McNamee v. Nordstrom, Inc.***, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- ***Ayers v. Cherry Hill Programs, Inc.***, Fresno County Superior Court Case No. 20CECG00821;
- ***Sleeper v. Boot Barn, Inc.***, Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- ***Pulido-Dias v. Dirt Cheap, Inc.***, San Bernardino County Superior Court Case No. CIVDS1719694;
- ***Villanueva v. Nordstrom, Inc.***, San Bernardino County Superior Court Case No. CIVDS1918706;
- ***Bryson v. Madame Tussauds, et al.***, Los Angeles County Superior Court Case No. 19STCV33514

- ***Hightower v. Levy Premium, et al.***, Santa Clara County Superior Court Case No. 19CV359262;
- ***Marquez v. Maxim Crane Works, L.P., et al***, Los Angeles County Superior Court Case No. 19STCV39548;
- ***Rovira v. Silverado Senior Living Management, Inc.***, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- ***Hallum, et al. v. FCA US, LLC***, San Bernardino County Case No. CIVDS1936782;
- ***Martinez v. Placer Title Co., et al.***, Kern County Case No. BCV-19-103486;
- ***Torres v. Van Law Food Products, Inc.***, Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- ***Holmes v. Pet Food Express, LLC***, Alameda County Case No. 22CV014140;
- ***Ventura v. Conduent Commercial Solutions, LLC***, Kern County Case No. BCV-22-102043;
- ***Ramirez v. CSI Electrical Contractors, Inc.***, Fresno County Superior Court Case No. 18CECG04150;
- ***Magana v. Eibach Springs, Inc.***, Riverside County Superior Court Case No. RIC1708917;
- ***Knox v. Express Messenger Systems, Inc.***, San Bernardino County Superior Court Case No. CIVDS1932323;
- ***Corona, et al. v. G&M Oil Company, Inc.***, Los Angeles County Superior Court Case No. BC640876
- ***Aguilar v. Peach Home Services, Inc., et al.***, Riverside County Superior Court Case No. RIC1823057;
- ***Wilson v. M.C. LLC***, Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- ***Nunez v. Nevell Group, Inc.***, Orange County Superior Court Case No. 30-2015-00783269.

- 1 ○ *Bendorf, et al. v. Sea World LLC, et al.*, San Diego Superior Court Case No. 37-2021-
2 00034922-CU-OE-CTL;
3 ○ *DeMartini, et al. v. Safelite Fulfillment, Inc.*, Marin County Case No. CIV20002076;
4 ○ *Ayala, et al., v. Macy's West Stores, Inc.*, Los Angeles County Case No.
5 20STCV34182;
6 ○ *Wallen, et al. v. United Rentals (North America), Inc., et al.*, Stanislaus County Case
7 No. CV-22-000399;
8 ○ *Granados v. Hyatt Corporation*, United States District Court for the Southern District
9 of California Case No. 3:23-cv-01001-H-VET;
10 ○ *Vigil v. Hyatt Corporation*, United States District Court for the Northern District of
11 California Case No. 4:22-cv-00693;
12 ○ *Garcia v. U.S. Best Ingredients, Inc.*, Los Angeles Superior Court Case No.
13 21TRCV00813.

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

19 23. Indeed, our firm has served as class counsel in a number of significant wage and
20 hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest
21 wage and hour class action settlement in California history at \$130,000,000. During this case,
22 plaintiffs appealed a decertification order. This case involved several appeals. The appellate record
23 amassed an extensive appellate record comprising a 23-volume joint appendix, a three-volume
24 reporters' transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to
25 augment the record, and several additional letters informing the appellate court of new legal
26 authority issued after *Dukes*. The matter was argued to and submitted by the Court of Appeal on
27 September 15, 2016, and on November 21, 2016, the decertification order was reversed, and the
28 case was remanded for further proceedings. (*Lubin v. The Wackenhut Corporation* ("Lubin"), 5

1 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision
2 to the California Supreme Court. The Supreme Court denied Wackenhut's petition for review of
3 Lubin. The Court of Appeal issued remittitur on April 10, 2017. Eventually through additional
4 litigation, the parties were able to secure the \$130 million settlement that was approved on
5 October 21, 2019, by Judge Highberger in the Los Angeles Superior Court.

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

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

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

17 26. Here, the Parties' agreement to pay Class Counsel Fees of 35% (i.e. \$700,000.00)
18 of the GSF is reasonable. My firm and co-counsel been the only counsel to represent Plaintiffs
19 and the Settlement Class in this matter, and we have borne the entire risk and cost of this litigation
20 on a pure contingency fee basis. The legal issues raised drew significantly upon Class Counsel's
21 experience and the extensive review and analysis of documents and information by me and others
22 at my firm. In a complex action such as this, the proposed attorneys' fees are, at the very least, on
23 the low side of the market rate for contingency fees.

24 27. Plaintiffs' counsel has borne the entire risk and cost of this litigation on a pure
25 contingency fee basis. In a complex action such as this, the proposed attorneys' fees are, at the
26 very least, on the low side of the market rate for contingency fees.

27 28. My firm as Class Counsel, on behalf of Plaintiffs and the Class, invested
28 approximately **259.30** documented hours litigating this matter through the date of this declaration

1 for a total lodestar of **\$207,350.00** in fees, broken down as follows: my rate of \$1,050 per hour x
2 85.10 hours = \$89,355.00; Gregory Mauro's rate of \$850 per hour x 102.30 documented hours =
3 \$86,955.00; Michael Calvo's rate of \$650.00 per hour x 35.40 documented hours = \$23,010.00
4 and paralegal Melissa Whitson's rate of \$220 x 36.50 hours = \$8,030.00.

5 29. Our office has expended approximately **\$17,913.50** in costs in prosecuting this
6 action. These costs have been necessary costs associated with prosecution of this important
7 matter. Counsel for Plaintiffs respectfully requests the Court grant the request to have these costs
8 repaid from the Settlement. Attached hereto as **Exhibit 1** is a true and correct copy of my firm's
9 Billing Detail

10 **SERVICE AWARD PAYMENT TO CLASS REPRESENTATIVE**

11 30. The Class Representative has provided extensive supporting documents and
12 assisted Class Counsel in developing information necessary to litigate and settle this case.
13 Plaintiffs also conducted record review and consultation with counsel in preparation for discovery
14 and eventual mediation, and to assist in evaluating and proving the claims. The settlement
15 provides for a Service Award Payment to be paid to the Class Representatives in the amount of
16 \$10,000.00 each totaling \$20,000.00. The purpose is to compensate the Class Representatives an
17 additional enhanced payment, taking into consideration the risks, time, effort and expenses
18 incurred in coming forward to provide invaluable information and negotiate and litigate this matter
19 on behalf of all Settlement Class Members who otherwise, would probably not file their own
20 individual claims to recover what may be relatively low damages. Further, the Payment of
21 \$10,000.00 each as a Service Award payment to the Class Representatives is a very fair and
22 justified as part of the Settlement based on the risks Plaintiffs have taken and benefits conferred
23 upon the Settlement Class.

24 31. Plaintiffs with the filing of this Motion for Final Approval has concurrently served
25 the LWDA with this Motion and accompanying documents.

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

I declare under penalty of perjury that the foregoing is true and correct. Executed on
October 24, 2025 at Irvine, California.


James R. Hawkins

EXHIBIT 1

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 10/20/2025
Client: INTERSTATEME - Darcel Celeste Navarrette
Matter: INTERSTATEMANAG - Interstate Management Co, LLC dba La Quinta Inn- Darcel Celeste Navarrette

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
08/11/2022	FIL	Filing Fee - LWDA Notice	\$75.00		Unbilled				
08/11/2022	FST	First Legal Network- Filing: S&C, Initial Docs IN#30209403	\$1,798.59		Unbilled				
08/15/2022	POS	Postage-- 8.11.22	\$18.34		Unbilled				
09/30/2022	FST	First Legal Network - Process-Branch: Complaint (2), Intial Docs (2), Ntc (2) IN#30212421	\$230.70		Unbilled				
10/04/2022	FST	First Legal Network - Filing - Proof of Service (2) IN# 30216387	\$218.29		Unbilled				
11/23/2022	FST	First Legal Network - Filing - Pltf CMC Statement IN# 30219274	\$203.29		Unbilled				
04/26/2024	MED	Mediation Services - IN# 2024-158-KB paid via Echeck	\$3,750.00		Unbilled				
07/10/2024	EXA	Expert Analysis - IN# 12171 CK# 1016	\$9,675.00		Unbilled				
04/15/2025	LDS	Legal Document Server - EFiling - Complaint Amended First IN# 11760023	\$33.50		Unbilled				
06/16/2025	LDS	Legal Document Server - EFiling - Stip and Order IN# 12208573	\$53.50		Unbilled				
09/24/2025	LDS	Legal Document Server - EFiling - Stip and Order IN# 12956983	\$53.50		Unbilled				
		Total:	\$16,109.71	\$0.00					
		Balance:	\$16,109.71						

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 : -----			\$16,109.71						
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

Report Date: 10/20/2025
Report Time: 9:53AM
Page: 1 of 1
User ID: Gonzales

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 10/20/2025
Client: INTERSTATEME - Darcel Celeste Navarrette
Matter: INTERSTMAN - Interstate Management Co- PAGA -dba La Quinta Inn- Darcel Celeste Navarrett

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
10/18/2022	FST	First Legal Network - Filing - S&C, Initial Docs IN# 30216387	\$1,803.79		Unbilled				
Total:			\$1,803.79	\$0.00					
Balance:			\$1,803.79						
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 : -----			\$1,803.79						
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						