James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
Mitchell J. Murray (SBN 285691)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
james@jameshawkinsaplc.com
christina@jameshawkinsaplc.com

Attorneys for Plaintiff JASON ODELL WRIGHT, on behalf of himself and all others similarly situated

AIMAN-SMITH & MARCY
PROFESSIONAL CORPORATION
Randall B. Aiman-Smith #124599
Reed W.L. Marcy #191531
Hallie Von Rock #233152
Brent A. Robinson #289373
Lisseth Bayona #338135
7677 Oakport St. Suite 1150
Oakland, CA 94621
T 510.817.2711
F 510.562.6830
ras@asmlawyers.com
rwlm@asmlawyers.com
hvr@asmlawyers.com
bar@asmlawyers.com
lb@asmlawyers.com

Attorneys for Plaintiff William Dean Raymond, *et al.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JASON ODELL WRIGHT and WILLIAM DEAN RAYMOND, individually and on behalf of themselves and all others similarly situated, Plaintiff, v. COMPUCOM SYSTEMS, INC., a Delaware Corporation; EXCELL, a division of CompuCom Systems, Inc.; and DOES 1-50, inclusive, Defendants.	Case No. CVRI2205136 **DECLARATION OF JAMES R. HAWKINS IN SUPPORT OF MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (PAGA) SETTLEMENT** Reservation # 872853979514 Date: June 13, 2024 Time: 8:30 a.m. Dept.: 1 Judge: Hon. Eric A. Keen

I, James R. Hawkins, declare as follows:

1. I am an attorney licensed to practice before all courts in the State of California. I am the founder and principal of James Hawkins APLC, counsel for Plaintiff Jason Odell Wright ("Plaintiff") in the above-captioned action. Unless indicated otherwise, I have personal knowledge of the following facts in this declaration and, if called as a witness, I could and would testify to these facts under oath in court.

2. I submit this Declaration in Support of Plaintiffs' Motion for Approval of Private Attorneys General Act ("PAGA") Settlement.

3. The terms of the Settlement which the Parties request that the Court approve are set forth in the PAGA Settlement Agreement ("Settlement Agreement"), attached to the Declaration of Hallie Von Rock as Exhibit A.

Procedural History

4. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Wright gave written notice to Defendant CompuCom Systems, Inc. ("Defendant") and the Labor and Workforce Development Agency ("LWDA") by sending a PAGA Notice on November 23, 2022.

5. The same day, Plaintiff Wright commenced this Action by filing a putative class action complaint against Defendant CompuCom Systems, Inc. ("Defendant") alleging violations of the California Labor Code for failure to provide minimum and overtime wages, meal and rest periods, timely payment of wages during and upon separation of employment, reimbursement of necessary expenses, and itemized wage statements, as well as violation of Business and Professions Code § 17200 et seq.

6. On January 30, 2023, Plaintiff Wright filed a first amended complaint, which removed the class action allegations.

7. On March 14, 2023, Plaintiff Wright filed a second amended complaint, which removed his individual claims and asserted a sole cause of action for penalties pursuant to Labor Code § 2699, et seq. for the same underlying violations asserted in the original complaint.

8. On June 20, 2023, Plaintiff Wright submitted his underlying Labor Code claims to arbitration before JAMS.

9. On April 1, 2024, Plaintiff Wright filed a third amended complaint, adding Plaintiff William Raymond and adding unique allegations that Plaintiff William Raymond had asserted in the complaint that he had filed on October 19, 2021 in *Raymond v. CompuCom Systems, Inc.* (Sacramento County Case No. 34-2021-00309983).

10. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the cause of action alleged in the Action.

Plaintiffs' Counsel Thoroughly Investigated the Factual and Legal Issues in the Action Allowing Them to Objectively Assess the Settlement's Reasonableness.

11. Since the filing of the Action and through execution of the Settlement, Plaintiff's Counsel ("PAGA Counsel") conducted a thorough investigation into the factual and legal issues implicated by Plaintiff's claims and were able to objectively assess the settlement's reasonableness.

12. Prior to filing the Action (and the PAGA Notice giving rise to the Action), Plaintiff provided counsel with the factual bases for pursuing his claims against Defendant for Labor Code violations. Plaintiff was intimately familiar with Defendant's labor policies and practices, and over the course of multiple interviews, knowledgeably summarized those policies and practices. Plaintiff explained how the policies and practices were instituted and provided valuable insight into how they may gave rise to the alleged Labor Code violations. We also reviewed publicly available information and researched the various issues raised. Based on these interviews and the review of available information, we determined that there were legally sufficient grounds for pursuing the claims against Defendant. Additionally, in preparation for drafting the PAGA Notice and the complaint, we conducted our own independent preliminary investigations into the factual basis for Plaintiff's claims, which entailed, *inter alia*, a careful examination of Plaintiff's personnel files and associated records.

13. We have conducted a comprehensive investigation into both the factual and legal elements of this case, conducted interviews and reviewed documentation, specifically focusing on issues relevant to the Plaintiff and Aggrieved Employees. This rigorous analysis has enabled us to objectively evaluate the reasonableness of the proposed settlement. Prior to initiating litigation, we secured the Plaintiff's employment records. This crucial step provided us with foundational

insights into Defendant's employment policies and practices that appeared to violate California Labor Codes.

14. Following the filing of the action, we created a discovery plan and researched various legal issues. The Parties engaged in numerous discussions regarding the claims and defenses at issue in the litigation. We reviewed the various documents that were provided by Plaintiff which were pertinent to their case, the claims asserted on behalf of Aggrieved Employees, and our evaluation of the strength of the claims. We also took isteps to obtain the information necessary to evaluate any potential resolution by submitting an informal discovery request. This was not merely a procedural step; it was a purposeful move aimed at mediating the dispute and gathering essential information to strengthen our position. In the realm of potential information, our request was exhaustive. We sought to understand the scope of Aggrieved Employees by asking for the total number of Aggrieved Employees both during the PAGA Period and those currently employed in California. Additionally, we requested data on the number of pay periods and a nuanced breakdown of shifts worked by these employees. This information was pivotal in assessing the extent of the alleged violations and the potential damages involved. Our inquiry into time and wage records was equally comprehensive. We asked for a sampling of schedules, time records, and wage statements for Aggrieved Employees during the PAGA Period. This sampling method was designed to provide a representative overview and to allow our expert to extrapolate necessary data points. For the Plaintiff specifically, we requested all time records, actual wage statements, and even the methods used for time tracking, such as badge or card swipes and computer log-ins. This level of detail allowed us to scrutinize any discrepancies or irregularities in timekeeping and wage calculation. Regarding Defendant's policies and practices, our request was far-reaching. We asked for all employee handbooks used during the PAGA Period, along with a detailed list of policies and practices concerning timekeeping, meal and rest periods, overtime calculations, and other relevant employment conditions. Understanding Defendant's written policies and practices enabled us to pinpoint any systemic issues or violations that may have occurred. Lastly, we sought information on any prior settlements or judgments. This was crucial for evaluating how past legal outcomes could influence our case, particularly any settlements or judgments that could set a precedent or

offer insights into the Defendant's litigation behavior. Our comprehensive discovery requests were designed to provide us with a robust set of data, thereby laying a strong foundation for our legal strategy moving forward and aiding us in the formulation of a damages model.

15. In all, we received individual documents such as personnel records, time and wage records pertaining to Plaintiff, as well as comprehensive policy and practice documentation, the sampling data, and information such as the number of employees, work weeks, and pay periods for the relevant time period.

16. In connection with the mediation and settlement, we also extensively researched the claims and settlements in similar actions, and the legal requirements for establishing liability for penalties for the alleged violations.

17. Counsel for both parties conducted in-depth communications concerning the data, assessing the merits of their respective claims and defenses, alongside other critical elements pertinent to the assessment of the action and ultimately the settlement. Throughout the information exchange, both Parties remained committed and worked to ensure comprehensive information sharing, thus ensuring well-informed discussions leading up to the mediation.

The Parties Settled the Action After Mediation and Extensive Negotiation

18. The Parties attended full-day mediation with an experienced and respected wage and hour mediator, Lisa Klerman, on November 8, 2023, where the Parties engaged in extensive and adversarial arms-length negotiations. The Parties were unable to reach a resolution on their own, but after the mediation, Ms. Klerman made a mediator's proposal that set forth the material terms of a proposed PAGA settlement. The Parties accepted the mediator's proposal and entered into a Memorandum of Understanding, memorializing the key settlement terms.

19. After extensive additional arms-length negotiations, the Parties executed the Settlement Agreement on or about March 20, 2024.

20. The Settlement achieved constitutes a fair, adequate, and reasonable compromise of the claims at issue given the risks of continued litigation and the strength of the defenses advanced by Defendant.

21. In summary, PAGA Counsel performed a thorough investigation into the claims at

issue, which included: (1) determining Plaintiff's suitability as a private attorney general through interviews, investigations, and analyses of their employment files and related records; (2) evaluating all of Plaintiff's potential representative claims and those for Aggrieved Employees; (3) researching similar PAGA actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing a sampling of time and wage records; (5) reviewing Defendant's employment policies and practices; (6) researching settlements in similar cases; (7) participating in mediation; (8) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (9) reviewing and refining the scope of the claims; and (10) participating in extensive arm's length negotiations with defense counsel aided by the mediator.

22. By engaging in such a thorough investigation and evaluation of Plaintiff's claims, I can opine that the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of the LWDA in light of all known facts and circumstances, including the risk of significant delay, the uncertainty associated with litigation, the uncertainty associated with PAGA claims, and various defenses asserted by Defendant.

23. While PAGA Counsel argued that Defendant faced substantial liability for Labor Code violations, we are cognizant that there is at least an argument that Defendant's realistic exposure would be approximately $1,352,000 (13,520 violative pay periods multiplied by $100[1]). Moreover, PAGA Counsel is cognizant of the risks involved with these types of PAGA representative actions. After calculating Defendant's exposure under PAGA, I then discounted that exposure for settlement purposes to account for the risks of continued litigation, including: (i) the strength of Defendant's defenses on the merits; (ii) the risk of losing at trial; (iii) the significant risk that the Court would exercise its discretion under PAGA to drastically reduce the maximum civil penalties available by statute; (iv) the chances of a favorable verdict being reversed on appeal; (v) the potential for a change in applicable law which would undercut the PAGA claim; and (vi) the difficulties attendant to collecting on a judgment.

---

[1] Moreover, PAGA Counsel is aware that certain statutes provide for different penalties under PAGA (e.g., LC 226.3 provides for $250 for an initial violation and $1,000 for a subsequent violation); however, for the sake of discussion PAGA Counsel evaluated the claims using a $100/$200 framework.

THE PAGA SETTLEMENT IS FAIR AND REASONABLE

24. While PAGA and its legislative background do not explicitly mandate a Court's evaluation of a PAGA settlement against the "value" of the claims, the penalties proposed here are also reasonable within this framework.

25. In this case, Plaintiff's expert calculated Defendant's maximum potential penalty exposure to be around $14.4 million at the time of mediation. The analysis assumes full penalties were awarded, and that stacking was allowed. The penalties were also based upon $100 per employee per violation for each initial violation and $200 per employee per violation for each subsequent violation. This sum did not take into account Defendant's defenses or discount liability based upon potential risks. This maximum liability was also based on our expert's extrapolation from the sampling that there were approximately 13,520 pay periods. At the core of the analysis were the penalties associated with the failure to pay minimum wages, failure to pay overtime, failure to provide meal periods or lawful premiums in lieu thereof, failure to authorize and permit rest period or lawful premiums in lieu thereof, record-keeping violations, failure to reimburse expenses, and failure to pay wages during employment and at termination. Counsel determined that this maximum sum was not realistic based upon the strength of Defendant's defenses, issues of proof, and risks associated with continued litigation, as well as the authorities set forth below.

26. Based upon the current estimates provided by Defendant, Plaintiff's Counsel estimates that maximum realistic liability that Defendant faced approximately $1,352,000.00 based on approximately 600 Aggrieved Employees and 13,520 pay periods. The risks associated with continuing the litigation underscore that the Settlement represents a fair resolution of the contested claims, achieved through thorough arm's length negotiations. Additionally, Defendant denies any liability, arguing that if any were to be established, it is likely that the Court would exercise its discretion to lessen any penalties, asserting that any violations were unintentional and of minor consequence.

27. Regarding the calculation of civil penalties, PAGA stipulates a $100 penalty per aggrieved employee for each pay period of the first violation and usually $200 for each aggrieved employee for subsequent violations, as per Labor Code § 2699(f)(2). Plaintiffs, citing *Amaral v.*

Cintas Corp., 163 Cal.App.4th 1157 (2008), contended that a $200 civil penalty should be levied for each violation after Plaintiffs had notified Defendant of their claims via PAGA letters to the LWDA. In contrast, the Defendant strongly disagreed, referencing a later district court interpretation of *Amaral*. This interpretation stated that a $200 civil penalty for "subsequent" violations can only be imposed after an employer is notified of a violation by a court or commission (*Amalgamated Transit Union Local 1309 v. Laidlaw Transit Servs.*, C.D. Cal 2009). This viewpoint is supported by several cases, including *Bernstein v. Virgin Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) and *Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSKKX, 2019 WL 2436998, which states that heightened penalties are not applicable until an employer is formally notified of a Labor Code violation by a court or the Labor Commissioner. As a result, Defendant argued that the $200 penalty rate was not applicable, as they had not been previously cited for such violations.

28. Plaintiffs maintained that penalty stacking was permissible, arguing for a $100 penalty for each initial Labor Code violation and $200 for subsequent ones, suggesting that separate penalties for each violation could potentially subject Defendant to more than $14 million in liability for both initial and subsequent violations. On the other hand, Defendant vehemently opposed this view, insisting that the maximum penalty under PAGA should not exceed $100 per pay period, citing various precedents to support this stance (as previously detailed). Defendant argued against the possibility of penalty stacking, noting that even if permissible, it's rare for courts to exercise discretion in favor of such stacking. Aware of this perspective, PAGA Counsel acknowledged that, based on this line of reasoning, Defendant's highest potential liability for the primary claims (including unpaid minimum and overtime wages, regular rate violations (sick, OT, and premiums), meal/rest violations, and related claims for wage statement violations and waiting time penalties) might be estimated at about $1,352,000.00. This figure is derived from multiplying 13,520 violative pay periods by $100 per period.

29. However, this projected maximum realistic liability doesn't consider various potential risks and defenses against the claims presented. Defendant denies all factual allegations raised by Plaintiffs, denies any wrongdoing, and contends that it complied with all laws at all times relevant.

30. For instance, Defendant asserts that it adheres to a comprehensive time reporting policy, ensuring employees are paid for all time worked, including overtime. It asserted that its policies are facially compliant, and that the timekeeping system automatically compensates for breaks and that employees are encouraged to report any policy violations; managers are prohibited from asking employees to work off the clock; and Defendant contends that remote workers are paid for the time it takes to login and boot up time their computers.

31. Defendant also argues that it provides more than the required rest breaks and meal periods in accordance with the law. It argued that employees are provided with two 15-minute paid rest breaks and an unpaid 30-minute meal break for shifts exceeding five hours. For shifts longer than ten hours, a second meal break is provided. Defendant contends that its rest period policies exceed the state law requirements, which mandate a 10-minute paid rest break. Defendant asserts that they not only meet but exceed state requirements, thereby negating any claims of break policy violations. Defendant also argues that they provide necessary equipment, like computers and software, for remote work and reimburse employees for internet expenses.

32. Further, Defendant asserts that even if the claims were substantiated, this estimation does not consider the courts' broad discretion to reduce civil penalties based on the specifics of a case, particularly if full penalties would be unjust, arbitrary, oppressive, or confiscatory, as per Labor Code § 2699(h). Additionally, Defendant challenges the fundamental validity of the claims, especially arguing that the standards of "willfulness" and the existence of "good faith" defenses significantly diminish the certainty of any civil penalties. Given these factors, Plaintiffs believed that the maximum realistic exposure should be reduced by at least 25%, bringing the potential liability to approximately $1,014,000.

33. In the face of these defenses, Plaintiffs successfully secured a settlement wherein Defendant agreed to pay $375,000 (approximately 37% of the realistic liability) to resolve the action. This outcome is highly favorable and stands as a particularly reasonable resolution considering the risks and uncertainties inherent in the PAGA claims in this case. The amount is adequate to fulfill the objectives of PAGA without being deemed unjust, arbitrary, oppressive, or confiscatory.

PLAINTIFFS' SEPARATE INDIVIDUAL SETTLEMENT IS PROPER

34. Plaintiffs are former employees of Defendant who have displayed exceptional courage in challenging their former employer's actions by filing this lawsuit. Their belief is that Defendant should be held accountable for its violations of the Labor Code. As a result of Plaintiffs' actions, there has been a substantial recovery under PAGA. Throughout the process, Plaintiffs have been active participants, providing valuable information, sharing vital documents, and keeping themselves well-informed about the progress of the case. Their dedication and efforts have been instrumental in achieving a positive outcome. Plaintiffs' unwavering commitments to justice and fairness are highly commendable and were critical to achieving this substantial settlement.

35. Plaintiffs' decision to resolve their individual claims as part of settlement with Defendant aligns perfectly with the provisions of the California Labor Code. This law explicitly allows Plaintiffs to independently settle personal damage claims while simultaneously pursuing PAGA claims on behalf of aggrieved employees. The PAGA statute, specifically Labor Code § 2699(g)(1), states that "[n]othing in this part shall operate to limit an employee's right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part." This provision not only upholds but encourages the right of employees to seek individual claims in conjunction with PAGA actions. Such an approach is in complete harmony with the fundamental understanding that PAGA claims, aimed at securing civil penalties for aggrieved employees, are distinct and separate from personal claims for unpaid wages and statutory penalties.

36. The individual settlement payments to Plaintiffs in exchange for a release of their individual claims currently pending in arbitration and a general release are entirely justifiable. It's important to recognize that without the Plaintiffs' proactive involvement, neither LWDA nor the Aggrieved Employees would have benefitted from the outcomes of this action. The value and impact of the Plaintiffs' actions cannot be overstated. Moreover, given that the Plaintiffs are fully within their rights to resolve both of their individual and PAGA claims, it is respectfully submitted that this Court should acknowledge the fairness and prudence of the Settlement Agreement and approve the Individual Settlement Payment. This approval would not only honor the legal process

but also underscore the effectiveness of assertive legal action in achieving equitable results for all parties involved.

THE REQUESTED ATTORNEYS' FEES ARE FAIR AND REASONABLE

37. In 1993, I graduated from the University of California, Los Angeles with a Bachelor of Arts Degree. Following graduation, I attended Whittier Law School. In 1996, while a full-time law student, I was also a full-time Judicial Extern for the Honorable Consuelo B. Marshall, United States District Court for the Central District of California. After approximately five months of service for Judge Marshall, I became a full-time extern for the United States Attorney's Office, Central District of California. My externship lasted for approximately five months. Thereafter, in 1997, I graduated from Whittier Law School. The same year, I was admitted to practice law in the State of California.

38. From 1997-2007, I was a named partner at Hawkins & Sofonio, a law firm based out of Irvine, California. At Hawkins & Sofonio, I pioneered the employment department litigating Plaintiffs related employment issues such as: Wrongful Termination, Age Discrimination, Disability, Wage and Hour and Sexual Harassment claims. Through the success and experience I obtained litigating employment related matters; I commenced the Wage and Hour division of our employment department in 2002. Since then, I have spent the vast majority of my practice litigating Wage and Hour Class Actions.

39. In 2007, I incorporated my wage and hour class action practice as James Hawkins APLC. Since its inception, this law firm has been exclusively involved in class action and complex litigation. In 2009, I opened an additional office in Miami, Florida, prosecuting wage and hour class actions.

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

action:

a. *Aguilar v. 7-Eleven, Inc*., et. al., Orange County Superior Court- Case No.: 30-2009-00268714-CU-OE-CXC.

b. *Carey, et. al. v. Arthur J. Gallagher*, et. al., USDC, SOUTHERN DISTRICT- Case No.: 09-cv-0168.

c. *Dao v. 3M Company*, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-04554.

d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.

e. *Morgan v. Aramark Campus*, LLC, USDC, CENTRAL DISTRICT, Case No. SACV08-00412.

f. *West v Iron Mountain Information Management, Inc, et. al*.; Los Angeles County Superior Court, Case No. BC393709.

g. *Gonzalez v. Superior Industries Inter, Inc., et al*., Los Angeles County Superior Court, Case No. BC 357912.

h. *Acosta v. Fleetwood Travel Trailers of California, Inc*., et al., Riverside County Superior Court, Case No. RIC 440630.

i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.

j. *Padron v. Universal Protection Service, et al,* Orange County Superior Court, Case No. 05CC00013.

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.

l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc*. et al., Riverside Superior Court, Case No. RIC 420909.

m. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al*., USDC, CENTRAL DISTRICT, Case No. CV09-05848.

n. *Herrador v. Culligan International Company, et al*., USDC, CENTRAL DISTRICT, Case No. SACV 08-680.

o. *Defries v. Domain Restaurants, et al.,* Orange County Superior Court, Case No.

05CC00128.

p. *Denton v. BLB Enterprises, Inc., et al*., Orange County Superior Court, Case No. 07CC01292.

q. *Rios v. Sandberg Furniture Manufacturing Co*., Inc, et al., Los Angeles Superior Court, Case No. BC411477.

r. *McMurray v. Dave and Busters, Inc*., et al., Orange County Superior Court, Case No. 06CC00099.

s. *Osuna v. DFG Restaurants, Inc.,* et al., Los Angeles Superior Court, Case No. BC 330145.

t. *Burns v. Gymboree Operations, Inc.,* et al., San Francisco Superior Court, Case No. CGC-07-461612.

u. *Willems v. Diedrich Coffee, Inc.,* et al., Orange County Superior Court, Case No. 07CC00015.

v. *Davila, et al. v. Beckman Coulter, Inc*., et al., Orange County Superior Court, Case No. 07CC01347.

w. *Perez v. Naked Juice Company of Glendora, Inc*., Los Angeles Superior Court, Case No. BC387088.

x. *Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases*, Los Angeles Superior Court, Case No. JCCP 4545.

y. *Placencia v. Amcor Packaging Distribution, Inc.,* Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.

z. *Trani v. Lisi Aerospace, et al.*, Los Angeles Superior Court, Case No. BC495527.

aa. *Galvan v. Goodwin Co.*, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.

bb. *Reyes v. Bristol Fiberlite,* Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.

cc. *Gutierrez v. HMT Tank,* USDC Central Dist., Case No. CV14-1967-CAS(MANx).

dd. *Williams v. Il Fornaio America Corp.,* Sacramento County, Case No. 34-2011-

0009616.

ee. *Aguilar v. 7-Eleven, Inc.*, Orange County, Case No. 30-2009-002687141-CU-OE-CXC.

ff. *Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case No. 30-2012-00611260.

gg. *Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-00460278. hh. *Cano v. Financial Statement Services, Inc.*, Orange County, Case No. 30-2013-00653349-CU-OE-CXC.

ii. *Gonzalez v. Quality Aluminum Force, LLC*, Orange County, Case No. 30-2015-00817941-CU-OE-CXC.

jj. *Smith v. Space Exploration Technologies Corp.*, Los Angeles County Case No. BC554258.

kk. *Madrigal v. Balda C Brewer, Inc.*, Orange County Case No. 30-2015-00820218-CU-OE-CXC.

ll. *Mendez v. Liberty Glass Fabricators, Inc.,* Riverside County Case No. RIC 1800119.

mm. *Attia v. Neiman Marcus Group, Inc.,* United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM

nn. *Vigueras v. Red Robin*, United States District Court for the Central District of California Case No. 8:17-cv-1422-JVS-DFM.

oo, *Payne v. Marriott Ownership Resorts, Inc.*, San Diego County Case No. 37-2018-00015175-CU-OE-CTL.

41. In sum, my firm has been the lead or co-lead counsel in hundreds of cases since its inception. We have recovered hundreds of millions of dollars for employees in the State of California and millions for the State as well through PAGA.

42. Our firm has served as class counsel in a number of significant wage and hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest wage and hour class action settlement in California history at $130,000,000. During this case, the plaintiff's appealed a decertification order. This case involved several appeals. The appellate

record amassed an extensive appellate record comprising a 23-volume joint appendix, a three-volume reporters' transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to augment the record, and several additional letters informing the appellate court of new legal authority issued after *Dukes*. The matter was argued to and submitted by the Court of Appeal on September 15, 2016, and on November 21, 2016, the decertification order was reversed and the case was remanded for further proceedings. (*Lubin v. The Wackenhut Corporation* ("*Lubin*"), 5 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision to the California Supreme Court. The Supreme Court denied Wackenhut's petition for review of *Lubin*. The Court of Appeal issued remittitur on April 10, 2017. Eventually through more litigation, the parties were able to secure the 130 million settlement that was approved on October 21, 2019 by Judge Highberger in the Los Angeles Superior Court.

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

44. Even more recently, our office along with co-counsel filed an appeal in the 9th circuit in *Valiente, et. al. vs. Swift Transportation Co. of Arizona*, Case No. 21-55456, challenging the retroactive application of The Motor Vehicle Safety Act, 49 U.S.C. § 31141 preemption of California meal and rest periods laws as applied to commercial drivers.

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

46. Based on our experience, demonstrated competence, resources to prosecute the claims at issue and reputation among our colleagues in the both the defense and Plaintiffs' bar, I respectfully submit our firm's experience in the field of wage and hour cases provides us the ability

to prosecute claims swiftly and often times without the need for protracted litigation. Although, as demonstrated in the *Wackenhut* cases, we do not give up fighting for class members when challenged and necessary.

1. Here, the Parties' agreement to pay PAGA Counsel's fees of up to $125,000 (one-third of the Gross PAGA Settlement Amount) is reasonable. To date, my firm has expended approximately 193.3 hours litigating this matter. Accordingly, the total lodestar amount is $156,850. Together with our co-counsel, the time spent by both Plaintiffs' counsel is approximately 698.3 hours to date prosecuting this action and the resulting lodestar fee on those hours is $492,620, which is substantially more than the amount of fees being sought here. I submit that the requested attorneys' fees of one-third the Gross PAGA Settlement Amount that PAGA Counsel has obtained on behalf of the Plaintiffs, State and the Aggrieved Employees is fair and reasonable, as are the hourly rates at which our attorneys bill.

James Hawkins APLC Lodestar Summary				
Attorney	**Years Admitted**	**Hours**	**Rate**	**Total**
James Hawkins	26	32.4	$1,050	$34,020
Christina Lucio	16	86.2	$775	$66,805
Mitchell Murray	12	74.7	$750	$56,025
TOTALS		**193.3**		**$156,850**

47. I have devoted in excess of 32.4 hours in prosecuting the Action on behalf of Plaintiff and the State. The following is a summary of my tasks and activities in prosecuting this matter: review client intake; conferences regarding claims and causes of action; review class action complaint and PAGA notice; review the PAGA complaint; conferences related to litigation and discovery plan; review arbitration agreement and conference regarding dismissal of class allegations; reviewing documents to prepare for mediation; preparation and strategy regarding the

mediation; review damages models and consulting with expert; conferences regarding settlement agreement; review motion and declaration in support of approval. My hourly rate is $1,050.00 per hour. The number of hours I have expended for work performed and the corresponding attorney's fees of $34,020 are reasonable and necessary.

48. Christina Lucio is Of Counsel to James Hawkins, APLC. She has devoted in excess of 86.2 hours in prosecuting the Action. Such hours were reasonable and necessary. Ms. Lucio has 16 years of experience and primarily handled the day-to-day litigation of this matter during the action. Ms. Lucio graduated from the University of California, Riverside in 2003 and received her law degree from the University of Southern California in 2007. She has been a member of the State Bar of California since 2007. Her practice focuses primarily on employment law including wrongful termination, discrimination, retaliation, wage and hour violations (individual and class action), and sexual harassment claims. In recent years, a substantial part of her practice has been focused on class actions, including wage and hour litigation. The following is a summary of Ms. Lucio's tasks and activities in prosecuting this matter: review client intake and documents; conferences regarding claims, review client documents, research regarding Defendant entities, draft and revise CMC statements, draft class and PAGA complaints, draft and revise PAGA notice, meet and confer regarding arbitration agreement, draft demand for arbitration, draft informal discovery list for mediation, day to day correspondences, conferences with defense counsel, draft amended complaints to dismiss class and individual claims, correspondence with client, correspondence with co-counsel in related case, conference regarding mediation preparation, assist with the drafting of the mediation brief, strategizing regarding damages model and research re theories; conference with expert regarding damages analysis; attend mediation; conferences with co-counsel regarding mediator's proposal; conferences regarding settlement agreement. Ms. Lucio's hourly rate is currently $775 per hour. The number of hours Ms. Lucio expended for work performed and the corresponding attorney's fees of $66,805 are reasonable and necessary.

49. Mitchell Murray is Of Counsel to James Hawkins, APLC. Mr. Murray is a 2007 graduate of the University of California, San Diego and 2012 graduate of California Western School of Law. He was admitted to the State Bar of California in 2012. Mr. Murray's legal

experience has focused primarily on all areas of employment law. Since 2016, he has focused his practice in the area of wage and hour class action. Mr. Murray has dedicated 74.7 hours in prosecuting this action. Such hours are reasonable and necessary. The following is a summary of Mr. Murray's tasks and activities in prosecuting this matter: preparing for and attending mediation; conferences with client; conference with expert re damages analysis; draft mediation brief; conferences with co-counsel regarding mediation; attend mediation; continued negotiations post-mediation with defense counsel; conferences regarding mediator's proposal; review and revise memorandum of understanding; meet and confer with defense counsel regarding memorandum of understanding; review and revise stipulation to file third amended complaint; work with prospective administrators for bids; correspondence regarding settlement, assist with motion for approval. Mr. Murray's hourly rate is $750.00 per hour. The number of hours expended by Mr. Murray for work performed and the corresponding attorney's fees of $56,025 are reasonable and necessary.

50. We have borne the entire risk and cost of this litigation on a pure contingency fee basis.[2] The legal issues raised drew significantly upon our experience and the extensive review and analysis of documents and information by me and others at my firm. In a complex action such as this, the proposed attorneys' fees are on the low side of the market rate for contingency fees as we have invested numerous hours and costs into the litigation of this matter. We have also incurred or will incur approximately $16,453.09 in costs for, among other things, filing and service fees, expert fees, mediation, and related expenditures. Accordingly, we request an award of all such reasonable costs. Attached as **Exhibit 1** is a true and correct itemization of the costs incurred in the prosecution of the action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 17, 2024, at Irvine, California.

James R. Hawkins

[2] Indeed as an example, James Hawkins APLC litigated a certified class case entitled Cole, et. al. v. CRST, in the Central District of California Case No. ED-CV 08-1570-VAP, for approximately 11 years which ultimately resulted in Judgment in favor of the Defendant and confirmed on appeal, where hundreds of thousands of dollars in costs including thousands of hours of attorney time by Plaintiffs were never recovered.

Exhibit 1

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: **01/01/1900 to 04/04/2024**
Client: **COMPUCOM - Jason Odell Wright**
Matter: **COMPUCOMSYSTEM - CompuCom Systems, Inc. / eXcell- Jason Odell Wright v. CompuCom**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	$0.00						
11/23/2022	FST	First Legal Network - E-Filing - Complaint for Other Employment IN# 30219274	$1,632.30		Unbilled				
11/30/2022	FIL	Filing Fee - 11.23.22 LWDA	$75.00		Unbilled				
11/30/2022	POS	Postage - 11.23.22 Mailing LWDA	$29.67		Unbilled				
01/04/2023	FST	First Legal Network - Process Serve - Class Complaint and Initial Docs (2), E-Filing - Proof of Service, Plaintiffs Request to Continue Initial (2), Filing - Plaintiffs Request to continue IN# 30224217	$770.30		Unbilled				
01/26/2023	FST	First Legal Network - E-Filing - Request for Dismissal of Class Action, 170.6 CCP, Amended Complaint, Process Serve - FAC (2) IN# 30224217	$621.82		Unbilled				
01/27/2023	CRT	Court Documents - 01.27.23 Pulling Notice from Docket	$7.00		Unbilled				
02/01/2023	FST	First Legal Network - E-Filing - Proof of Service, Request for Dismissal IN# 30227367	$75.30		Unbilled				
03/14/2023	FST	First Legal Network - E-Filing - Amended Complaint, Proof of Service (2) IN# 30230586	$79.10		Unbilled				
03/30/2023	CRT	Court Documents - Minute Order	$1.00		Unbilled				
06/20/2023	FST	First Legal Network - E-Filing - Case Management Statement IN# 30240914	$83.30		Unbilled				
06/20/2023	FF	Filing Fee - Demand for Arbitration- In #1041251991	$413.00		Unbilled				
08/17/2023	MED	Mediation Services Lisa Klerman CK#11067	$11,000.00		Unbilled				
09/13/2023	CRT	Court Documents - 06.27.23 Minute Order	$1.00		Unbilled				
11/21/2023	EXA	Expert Analysis IN#231108 CK#11297	$950.00		Unbilled				
12/06/2023	FST	First Legal Network - Filing - Proof of Service - Case Management IN# 30263586	$39.55		Unbilled				
01/03/2024	FST	First Legal Network- Filing - Joint Case Management Statement IN# 30267292	$41.75		Unbilled				
03/21/2024	FIL	Filing Fee - Estimated Costs till completion of case - Mtn for Approval, Ntc of Entry of Judgment, Declaration re Disbusement	$633.00		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Total:	$16,453.09	$0.00					
		Balance:	$16,453.09						

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 : - - - - - - - - - - - -	**$16,453.09**
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**