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**UNITED STATES DISTRICT OF CALIFORNIA  
NORTHERN DISTRICT OF CALIFORNIA**

QUINCY GRIFFIN PERKINS, JOSE  
JOHNSON, IGNACIO PARKS, AND  
TIWAN JOHNSON, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

HADCO METAL TRADING SANTA  
FE SPRINGS CA dba RYDER  
INTEGRATED  
LOGISTICS INC.: and DOES 1-50,  
inclusive,

Defendants.

CASE NO.: 3:23-cv-00502-WHO  
Consolidated with Case Nos. 3:23-cv-  
01694-WHO and 4:22-cv-07456-JST

**DECLARATION OF JAMES  
HAWKINS IN SUPPORT OF  
MOTION FOR FINAL APPROVAL  
OF CLASS ACTION AND PAGA  
SETTLEMENT AND ATTORNEY  
FEES AND COSTS**

Date: December 11, 2024  
Time: 02:00 p.m.

District Judge: William H. Orrick  
Complaint Filed: November 14, 2022

**DECLARATION OF JAMES HAWKINS**

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff Quincy Griffin Perkins, who along side with Plaintiffs Jose Johnson, Ignacio Parks, and Tiwan Johnson (hereinafter referred to as “Plaintiff” or “Class Representative”), moves for Final Approval of the Class Action And PAGA Settlement. I submit this declaration in support of the Memorandum of Points and Authorities In Support Of Motion For Final Approval Of Class Action and PAGA Settlement and Attorneys’ Fees and Costs. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

**PROCEDURAL HISTORY AND INVESTIGATION OF CLAIMS**

2. On October 14, 2022, counsel for Plaintiffs Jose Johnson and Ignacio Parks sent a notice of alleged Labor Code violations purportedly caused by RTS to the LWDA.

3. On October 17, 2022, Plaintiffs Jose Johnson and Ignacio Parks filed a Complaint in the Superior Court of the State of California for the County of Alameda against RTS, entitled *Jose Johnson et al. v. Ryder Transportation Solutions, LLC*, Alameda County Superior Court No. 22CV019819 (“*Johnson Action*”), alleging six (6) causes of action for: (1) minimum wage violations, (2) failure to pay wages timely during employment, (3) failure to indemnify all necessary business expenses, (4) wage statement violations, (5) waiting time penalties, and (6) unfair competition.

4. On November 14, 2022, Plaintiff Quincy Griffin Perkins filed a Complaint in the Superior Court of the State of California for the County of Alameda against RIL, entitled *Quincy Griffin Perkins v. Hadco Metal Trading Santa Fe Springs CA dba Ryder Integrated Logistics Inc.*, Alameda County Superior Court No. 22CV021674 (“*Perkins I*”). In *Perkins I*, Plaintiff Quincy Griffin Perkins

1 alleged twelve (12) causes of action against RIL for: (1) failure to pay wages  
 2 including overtime, (2) failure to provide meal periods, (3) failure to provide rest  
 3 periods, (4) failure to timely pay wages, (5) failure to provide accurate itemized  
 4 wage statements, (6) failure to indemnify necessary business expenses, (7) violation  
 5 of California's unfair competition laws, Business & Professions Code Sections  
 6 17200 *et seq.*, (8) improper use of consumer credit report, (9) violation of the Fair  
 7 Credit Reporting Act for failure to make proper disclosures, (10) violation of the  
 8 Fair Credit Reporting Act for failure to obtain authorization, (11) failure to make  
 9 proper disclosure and obtain authorization (California Civil Code §§ 1786 *et seq.*),  
 10 and (12) failure to make proper disclosure (California Civil Code §§ 1785 *et seq.*).  
 11 Plaintiff Quincy Griffin Perkins erroneously named Defendant RIL as "Hadco Metal  
 12 Trading Santa Fe Springs CA dba Ryder Integrated Logistics, Inc." On that same  
 13 day, Perkins' counsel sent a notice of alleged Labor Code violations purportedly  
 14 caused by RIL to the LWDA.

15         5. On November 23, 2022, RTS removed the *Johnson* Action to the  
 16 United States District Court of the Northern District of California where it was  
 17 assigned Case No. 3:22-cv-07456.

18         6. On January 19, 2023, Plaintiff Quincy Griffin Perkins filed a separate  
 19 action alleging one claim under PAGA against Defendant, entitled *Quincy Griffin*  
 20 *Perkins v. Hadco Metal Trading Santa Fe Springs CA dba Ryder Integrated*  
 21 *Logistics Inc.*, Alameda County Superior Court No. 23CV025921 ("*Perkins II*").

22         7. On February 2, 2023, Defendant removed *Perkins I* to the United States  
 23 District Court of the Northern District of California where it was assigned Case No.  
 24 3:23-cv-00502.

25         8. On March 22, 2023, the parties to the *Johnson* Action filed a Joint  
 26 Stipulation for Leave to File a First Amended Complaint. The stipulation attached  
 27 the proposed First Amended Complaint which added a separate cause of action for  
 28 penalties under California's Private Attorneys General Act (PAGA), and stated that

1 the First Amended Complaint would be deemed filed as of the date the court  
2 approved the stipulation. On March 23, 2023, the court issued an order granting the  
3 parties' stipulated request to file the First Amended Complaint.

4 9. On April 7, 2023, Defendant removed *Perkins II* to the United States  
5 District Court of the Northern District of California where it was initially assigned  
6 Case No. 4:23-cv-01694 and then later Case No. 3:23-cv-01694-WHO.

7 10. On May 4, 2023, the parties to *Perkins II* filed a Joint Stipulation to  
8 Transfer and Consolidate the action with *Perkins I*. On May 10, 2023, the presiding  
9 judge over *Perkins II* granted the stipulation, and the case was consolidated with  
10 *Perkins I* with 3:23-cv-01694-WHO as the lead case caption.

11 11. On October 12, 2023, counsel for Plaintiffs Jose Johnson and Ignacio  
12 Parks sent a letter to RIL on behalf of former RIL employee Tiwan Johnson,  
13 advising that they represented his interests and requesting various employment  
14 records on his behalf.

15 12. On December 8, 2023, Plaintiffs filed a First Amended Consolidated  
16 Class and PAGA Action Complaint, consolidating the *Perkins* Actions with the  
17 *Johnson* Action. On December 21, 2023, Plaintiffs filed a Second Amended  
18 Consolidated Class and PAGA Action Complaint. The Plaintiffs in the First and  
19 Second Amended Consolidated Class and PAGA Action Complaint are Jose  
20 Johnson, Ignacio Parks, Quincy Griffin Perkins, and Tiwan Johnson, and the  
21 Defendants are RIL and RTS. Plaintiffs alleged the following causes of action in  
22 the Second Amended Consolidated Class and PAGA Action Complaint: (1) failure  
23 to pay wages including overtime and minimum wages, (2) failure to provide meal  
24 periods, (3) failure to provide rest periods, (4) failure to timely pay wages, (5)  
25 failure to provide accurate itemized wage statements, (6) failure to indemnify  
26 necessary business expenses, (7) violation of Business & Professions Code Section  
27 17200, *et seq.*, and (8) PAGA penalties.

28 13. On November 22, 2023, Plaintiffs Jose Johnson, Ignacio Parks, Quincy

1 Griffin Perkins, and Tiwan Johnson sent an amended notice of alleged Labor Code  
2 violations to the LWDA. On January 30, 2024, Plaintiffs Jose Johnson, Ignacio  
3 Parks, Quincy Griffin Perkins, and Tiwan Johnson sent a further amended notice of  
4 alleged Labor Code violations to the LWDA.

5 14. Shortly after removal, Plaintiffs served written discovery on  
6 Defendants, including special interrogatories with a demand for the class contact  
7 information, and requests for production of documents.

8 15. In preparation for the Rule 26 conference, the Parties engaged in a  
9 series of meet and confers regarding the merits of the claims and defenses, the scope  
10 of class discovery, briefing schedules and other matters. After the Rule 26  
11 conference, the Parties engaged in an exchange of discovery in preparation for class  
12 certification, including exchanging initial disclosures, written discovery, and  
13 Defendants produced hundreds of documents relating to applicable policies, class  
14 claims, pay structures, and related matters. After receiving the documents, Plaintiffs  
15 discovered an alternative unpaid-wage theory relating to Defendants' alleged  
16 unlawful Alternative Workweek Schedule practice and alleged failure to correctly  
17 pay overtime and sick pay wages, and promptly filed a First Amended Complaint to  
18 incorporate these theories. (Dkt. 26).

19 16. As discovery continued, the Parties discussed scheduling various  
20 depositions, including those of the Plaintiffs, various employees, and fact witnesses.  
21 Plaintiffs' counsel interviewed numerous Class Members and was prepared to obtain  
22 declarations/depositions for a class certification motion.

23 17. Although Defendants fully denied, and continue to deny, the factual  
24 and legal allegations in this case and believe they have valid defenses to Plaintiffs'  
25 claims, the Parties agreed to submit the matter to mediation before expending  
26 substantial time and fees on discovery disputes and the class certification process.  
27 In preparation for mediation, the Parties engaged in an extensive informal discovery  
28 process where information, correspondence, documents, and legal analysis were

1 exchanged, including procedures, payroll, and timekeeping records, and evidence  
2 relating to the class size. Defendants also provided Plaintiffs with a significant  
3 sampling of timekeeping and payroll records amounting to nearly 100,000 shifts  
4 worked. The informal exchange enabled Plaintiffs to look deeply into the validity of  
5 the claims and Defendants' defenses, enabling Plaintiffs and their counsel to  
6 analyze, research, and investigate the potential claims of all similarly situated  
7 employees.

### 8 **MEDIATION EFFORTS**

9 18. On October 24, 2023, Plaintiffs Jose Johnson, Ignacio Parks, Quincy  
10 Griffin Perkins, and Tiwan Johnson along with Defendants Ryder Transportation  
11 Solutions, LLC and Ryder Integrated Logistics, Inc. engaged in mediation before  
12 Mr. Antonio Piazza, Esq., an experienced mediator in this area of law. The  
13 mediation was successful and a global settlement in principle covering the Johnson  
14 Action and Perkins Actions was reached.

### 15 **DEFENDANTS' CONTENTIONS AND AFFIRMATIVE DEFENSES**

16 19. Plaintiffs were employed by Defendants as truck drivers, warehouse  
17 associates, and material handlers. Plaintiffs contend that Defendants' non-exempt  
18 California employees have all been governed by the same basic compensation plans  
19 and policies governing wage payment, meal/rest breaks, sick pay, and bonus plans,  
20 which Defendants dispute.

21 20. Plaintiffs' operative Complaint alleges various violations of the  
22 California Labor Code. For instance, Plaintiffs alleges that, at all relevant times,  
23 Defendants employed a uniform timekeeping policy and practice that failed to  
24 account for all time work by Plaintiffs and other truck driver, warehouse associates,  
25 and material handler employees. However, Defendants vehemently opposed this  
26 claim, arguing that their timekeeping policy complied with California law and  
27 exhaustive compliance practices, including but not limited to timekeeper  
28 acknowledgment forms to confirm that all hours worked were recorded or, if there

1 was an error on the timesheet, required to fill out a timesheet edit form.

2       21. Additionally, Plaintiffs claim that Defendants failed to pay overtime  
3 properly and minimum wages were predicated on an off-the-clock theory and  
4 regular rate theory, as well as sick pay wages due to the failure to include all earned  
5 compensation in the calculation for the regular rate of pay. Defendants deny this  
6 claim because any regular rate calculations were accurate and the bonuses paid to  
7 the Class Members were allegedly discretionary in nature and, therefore, need not be  
8 included in the calculations for overtime compensation.

9       22. Defendants denied these claims on grounds that their policies prohibit  
10 off-the-clock work, and further provide an avenue for employees to report any off-  
11 the-clock given that all hours worked must be recorded. Plaintiffs also alleged that  
12 Defendants failed to implement an Alternative Workweek Schedule and thus failed  
13 to pay all overtime wages owed.

14       23. Plaintiffs also alleged that warehouse associates were often subjected to  
15 meal period violations due to late first meals (after the fifth hour of work), short  
16 meal periods (less than 30 minutes in length) and no (or late or short) second meal  
17 periods for shifts over 10 hours.

18       24. And the same facts that denied Class members the ability to take  
19 compliant meal periods also resulted in a failure to provide compliant off-duty rest  
20 breaks. Defendants refuted each of these allegations, arguing that the Class  
21 Members were provided all mandated breaks pursuant to compliant written policies  
22 regarding the provision and timing of meal periods and rest breaks, and procedures  
23 that ensured meal and rest period compliance, including weekly timekeeping  
24 acknowledgement forms to report any meal or rest period that was not provided and  
25 a premium paid.

26       25. Finally, Plaintiff argued that Defendants paid failed to pay all wages  
27 due and owing to the Class Members upon separation due to the various unpaid  
28 wage claims discussed above. Defendants denied that it failed to pay any wages and

1 further argued that any underpayment, if it occurred, was not intentional or willful  
2 as required to impose waiting time penalties under Labor Code § 203.

3       26. Defendants also argued that there are substantive reasons that would  
4 prevent certification of the Class. First, in addition to disputing the merits of  
5 Plaintiffs' claims, Defendants disputed that Plaintiffs could obtain class  
6 certification, arguing a lack of commonality of the legal claims and injuries, lack of  
7 ascertainability, lack of superiority, among other arguments. Defendants further  
8 argued that they complied with the applicable law and that any purported deviations  
9 therefrom were individualized in nature, thereby limiting Plaintiffs' ability to certify  
10 the class. While Plaintiffs assert that this is a suitable case for certification, Plaintiffs  
11 realize there are significant risk associated with class certification proceedings,  
12 which could significantly limit the claims that he could pursue on a class basis.

13       27. Plaintiffs further argued that they and the other PAGA Employees were  
14 entitled to civil penalties under PAGA derivative of the afore-referenced claims.

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

21       29. Plaintiffs' counsel balanced the terms of the proposed Settlement  
22 against the risk of litigation and probable outcome at the class certification stage,  
23 and if any Class were certified, at trial. Counsel took into account the sharply  
24 disputed factual and legal issues involved in this matter, the risks attending further  
25 prosecution of the case, and the monetary benefits received under the Settlement  
26 despite the questionable nature of the claims. Counsel for the Parties investigated  
27 the applicable law as applied to the facts discovered regarding the claims of  
28 Plaintiff, Defendants' defenses thereto and the damages claimed by Plaintiff on

1 behalf of the Settlement Class.

2 30. Additionally, the prospect of a potential adverse summary judgment  
3 ruling, as well as the uncertainty of class certification, the difficulties of complex  
4 litigation, the lengthy process of establishing specific damages and various possible  
5 delays and appeals, were also carefully considered in agreeing to the proposed  
6 Settlement.

7 **PRELIMINARY APPROVAL**

8 31. On April 17, 2024 Plaintiffs' Motion for Preliminary Approval was  
9 filed and served on the LWDA the same date. The motion was noticed for May 29,  
10 2024. Dkt. 47.

11 32. On July 26, 2024, the Court issued its Order Granting Plaintiff's  
12 Motion for Preliminary Approval and Conditional Certification of the Class, and  
13 requiring the Parties to submit a stipulation as to proposed filing dates and a  
14 proposed order thereon. Dkt. 66. Having evaluated the terms of the Settlement that  
15 provided for direct notice to the Class via First Class U.S. Mail, and a notice plan  
16 that included the Administrator's search of the National Change of Address database  
17 to update stale addresses prior to the initial mailing of the Notice Packet, and skip-  
18 tracing of returned and undelivered Notice Packets using the Class Member's social  
19 security number, the Court determined the Settlement's notice plan was reasonably  
20 calculated to reach the members of the Class. Dkt. 66.

21 33. At the time of preliminary approval, the Court was provided with  
22 sufficient information to satisfy to grant preliminary approval. Following  
23 dissemination of the Notice, and adequate time provided to the Class to object to the  
24 Settlement, 0 class member submitted objections and 2 opt outs of the settlement,  
25 ***resulting in a 99.96% participation rate from the Class***. Thus, the proposed  
26 Settlement is entitled to the presumption that it is fair and in all other respects proper  
27 and should be finally approved.

28 34. Nothing has changed since the Court granted preliminary approval of

the settlement to negate the presumption of fairness. With the Class's favorable reaction to the Settlement, Class Counsel remains convinced the Settlement is in the Class's best interest based on detailed knowledge of the issues presented and the negotiations. The length and risks of trial and the perils of litigation that affect the value of the claims were all carefully weighed. The affirmative defenses asserted by Defendants, the uncertainty of obtaining and maintaining Rule 23 certification, the prospect of an adverse summary judgment ruling, the difficulties of complex litigation, the lengthy process of establishing damages, and the risks and delays of appeals, were all carefully considered by Class Counsel in arriving at the Settlement.

#### **TERMS OF THE SETTLEMENT**

35. The Parties have agreed to settle the underlying class claims in exchange for the Gross Settlement Amount ("GSA") of \$2,950,000.00. The Gross Settlement Amount includes: (1) attorneys' fees in the amount of \$983,333.33 and reimbursement of reasonable litigation costs and expenses in the amount of \$37,491.38 to Class Counsel ("Attorneys' Fees and Costs"); (2) Class Representative's Service Awards to Plaintiffs in the amount of \$15,000.00 to each Plaintiff totaling \$60,000.00; (3) fees and expenses of administration of the Settlement to the Settlement Administrator ILYM Group Inc., in an amount not to exceed \$63,750.00 ("Settlement Administration Costs"); (4) \$60,000.00 to PAGA with 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 \$15,000.00; and (5) the seventy-five percent (75%) share of PAGA Penalties ("LWDA Payment") in the amount of \$45,000.00 to the California Labor and Workforce Development Agency ("LWDA").

36. The Net Settlement Amount ("NSA") after the deductions is estimated to be \$1,745.425.29.

37. The NSA will be distributed to 5,405 Participating Class Members defined as: All current and former hourly-paid or non-exempt employees of Ryder

1 Transportation Solutions, LLC and/or Ryder Integrated Logistics, Inc. employed in  
 2 California at any time during the Class Period (*i.e.*, October 17, 2018 through  
 3 January 24, 2024).

#### 4 **CLASS COUNSEL EXPERIENCE**

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

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

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

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

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

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

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

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

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

- 1 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No.  
2 05CC00293. Wage and Hour Class Action seeking past wages for  
3 unlawful deductions, meal and rest break violations for restaurant  
4 employees in the State of California. Plaintiffs' counsel appointed as lead  
5 counsel. Case settled, Final Approval granted and funds fully distributed.
- 6 j. *Padron v. Universal Protection Service, et al*, Orange County Superior  
7 Court, Case No. 05CC00013. Wage and Hour Class Action seeking past  
8 wages for overtime, meal and rest break violations for security officers in  
9 the State of California. Plaintiffs' counsel appointed as co-lead counsel.  
10 Case settled, Final Approval granted, no objections and funds fully  
11 distributed.
- 12 k. *Martinez v. Securitas Security Services USA*, et al., Santa Clara  
13 Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage  
14 and Hour Class Action seeking past wages for meal and rest break  
15 violations for security officers employed by defendant in the State of  
16 California. Plaintiffs' counsel and co-counsel. Case settled, Final  
17 Approval granted and funds fully distributed.
- 18 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc.* et al., Riverside  
19 Superior Court, Case No. RIC 420909. Wage and Hour Class Action  
20 seeking past wages for overtime, meal and rest break violations for  
21 housekeepers employed by defendant in the State of California. Plaintiffs'  
22 counsel appointed as lead counsel. Case settled, Final Approval granted,  
23 no objections and funds fully distributed.
- 24 m. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al.*, USDC, CENTRAL  
25 DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking  
26 past wages for meal and rest period violations for non-exempt employees  
27 employed by defendant in the state of California. Case settled. Awaiting  
28 Preliminary Approval hearing. Plaintiff has petitioned the Court for Lead

1 Counsel.

2 n. *Herrador v. Culligan International Company, et al.*, USDC,  
3 CENTRAL DISTRICT, Case No. SACV 08-680. Wage and Hour Class  
4 Action seeking past wages for field and branch employees of defendant in  
5 the State of California. Plaintiffs' counsel appointed as lead counsel.  
6 Case settled and awaiting Final Approval.

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

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

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

24 r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior  
25 Court, Case No. 06CC00099. Wage and Hour Class Action seeking past  
26 wages for meal and rest break violations for restaurant employees  
27 employed by defendant in the State of California. Plaintiffs' counsel  
28 appointed as co-lead counsel. Case settled, Final Approval granted, no

1 objections and funds fully distributed.

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

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

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

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

25 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles  
26 Superior Court, Case No. BC387088. Wage and Hour Class Action  
27 seeking past wages for overtime, meal and rest period violations for  
28 production employees employed by defendant in the State of California.

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

### 3 **CLASS COUNSEL'S LODESTAR AND LITIGATION COSTS**

4 39. Although the agreement calls for up to 35% recovery of fees i.e.  
5 \$1,032,500, Counsel for Plaintiffs have agreed to not seek fees greater than 1/3 of  
6 the GSA i.e. \$983,333.33. Class Counsel's requested fees of 1/3 of the Gross  
7 Settlement Amount is reasonable. Plaintiffs' counsel has borne the entire risk and  
8 cost of this litigation on a pure contingency fee basis. The legal issues raised drew  
9 significantly upon my firms and co-counsel's experience and the extensive review  
10 and analysis of documents and information by me and others at my firm and our co-  
11 counsel. In a complex action such as this, the proposed attorneys' fees are, at the  
12 very least, on the low side of the market rate for contingency fees.

13 40. A review of my firm's detailed billing system reveals that to date, my  
14 firm as Class Counsel, on behalf of Plaintiff and the Settlement Class Members,  
15 invested approximately **273.30** documented hours litigating this matter through the  
16 date of this declaration for a total lodestar of **\$211,320.00** in fees, broken down as  
17 follows: my rate of \$950 per hour x 91.60 hours = \$87,020.00; Gregory Mauro's  
18 rate of \$850 per hour x 131.40 documented hours = \$114,240.00; and paralegal  
19 Melissa Whitson's rate of \$200 x 50.30 hours = \$10,060.00.

20 41. In addition to the requested attorneys' fees, our office has expended  
21 approximately **\$18,970.33** in costs in prosecuting this action. These costs have been  
22 necessary costs associated with prosecution of this important matter. Counsel for  
23 Plaintiff respectfully requests the Court grant the request to have these costs repaid  
24 from the Settlement. Attached hereto as **Exhibit 2** is a true and correct copy of my  
25 firm's Matter Billing Detail.

### 26 **PLAINTIFFS' ENHANCEMENT AWARD PAYMENTS**

27 42. Class Counsel seeks approval of \$15,000.00 Enhancement Award  
28 Payments to each of the named Plaintiffs/Class Representatives totaling \$60,000.00.

1 The requested enhancement awards are reasonable in light of the general releases of  
2 all claims Plaintiffs agreed to, greater than the release given by Class Members, the  
3 benefits Plaintiff conferred upon the entire Class resulting in payments to all Class  
4 Members, the time spent assisting counsel with the investigation and prosecution of  
5 these claims and consenting to the proposed Settlement. Furthermore, in pursuing  
6 this action on behalf of the Class, Plaintiffs risked a judgment for attorneys' fees and  
7 costs in the event this matter had been lost. (*See* declarations of Plaintiffs previously  
8 submitted in Support of Preliminary Approval, Dkts. 47-4, 47-5, 47-6, 47-7, 47-8).

9 43. Courts routinely approve service payments, or incentive awards, to  
10 compensate named Plaintiffs for the services they provide and the risks they incur  
11 during class litigation. *See In re Cellphone Fee Termination Cases* (2010) 186 Cal.  
12 App. 4th 1380, 1393; *see also Bell v. Farmers Ins. Exch.* (2004) 115 Cal. App. 4th  
13 715, 725-26 (upholding service payments to class representatives); Manual § 21.62  
14 n.971 (noting that service payments are warranted). Based on the foregoing, the  
15 requested \$15,000.00 Enhancement Payment to each named Plaintiff continues to be  
16 fair, appropriate, and justified as part of the overall settlement.

17 I declare under penalty of perjury that the foregoing is true and correct.  
18 Executed on November 5, 2024 at Irvine, California.

19 \_\_\_\_\_  
/s/ James Hawkins

20 James R. Hawkins  
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# EXHIBIT 1

**Matter Billing Detail**

Report Date: 10/29/2024  
 Report Time: 3:18PM  
 Page: 1 of 2  
 User ID: R. Hawkins

**JAMES HAWKINS APLC****Date Range:** 01/01/1900 to 10/29/2024**Client:** RYDER - Quincy Griffin Perkins**Matter:** RYDER INTEGRAT - Hadco - Ryder Integrated Logistics - Quincy Griffin Perkins

| Date       | Expense Code | Description                                                                             | Debit              | Credit        | Billing Status | On Hold | Invoice Number | Check Number | Payee |
|------------|--------------|-----------------------------------------------------------------------------------------|--------------------|---------------|----------------|---------|----------------|--------------|-------|
|            |              | <b>Balance Forward:</b>                                                                 | \$0.00             |               |                |         |                |              |       |
| 11/14/2022 | FST          | First Legal Network - E-Filing - Complaint, Summons, Civil Case Cover IN# 30219274      | \$1,618.95         |               | Unbilled       |         |                |              |       |
| 11/18/2022 | POS          | Postage - Mailing LWDA 11.14.22                                                         | \$8.30             |               | Unbilled       |         |                |              |       |
| 11/18/2022 | FIL          | Filing Fee - 11.14.22 LWDA                                                              | \$75.00            |               | Unbilled       |         |                |              |       |
| 01/03/2023 | FST          | First Legal Network - Process Serve - S&C, Initial Docs, Ntc IN# 30224217               | \$195.31           |               | Unbilled       |         |                |              |       |
| 01/13/2023 | FST          | First Legal Network - E-Filing - Proof of Service by Substituted Ser IN# 30224217       | \$42.70            |               | Unbilled       |         |                |              |       |
| 01/19/2023 | FST          | First Legal Network - E-Filing - Complaing, Summons, Civil Case Cover (2) IN # 30224217 | \$1,656.95         |               | Unbilled       |         |                |              |       |
| 03/10/2023 | FST          | First Legal Network - Process Serve - S&C, Initial Docs, Ntc IN# 30230586               | \$210.60           |               | Unbilled       |         |                |              |       |
| 06/08/2023 | FED          | FED EX - Crs to Client re Contact and enclosed JPA                                      | \$34.40            |               | Unbilled       |         |                |              |       |
| 07/10/2023 | MED          | Mediation Services IN# 25017 CK# 10964                                                  | \$5,000.00         |               | Unbilled       |         |                |              |       |
| 10/19/2023 | MED          | Mediation Services CK#11233                                                             | \$10,000.00        |               | Unbilled       |         |                |              |       |
| 10/19/2023 | FED          | FED EX- Mediation Check                                                                 | \$30.14            |               | Unbilled       |         |                |              |       |
| 10/19/2023 | FED          | FED EX-10.19.23- to Quincy Perkins via FedEx- Contact Letter                            | \$28.59            |               | Unbilled       |         |                |              |       |
| 11/22/2023 | POS          | Postage - 11/22 - Crs to Def re Amended LWDA                                            | \$10.69            |               | Unbilled       |         |                |              |       |
|            |              | <b>Total:</b>                                                                           | <u>\$18,911.63</u> | <u>\$0.00</u> |                |         |                |              |       |
|            |              | <b>Balance:</b>                                                                         | <u>\$18,911.63</u> |               |                |         |                |              |       |

Matter Billing Detail

Report Date: 10/29/2024  
Report Time: 3:18PM  
Page: 2 of 2  
User ID: R. Hawkins

JAMES HAWKINS APLC

| Date                                    | Expense Code | Description | Debit       | Credit | Billing Status | On Hold | Invoice Number | Check Number | Payee |
|-----------------------------------------|--------------|-------------|-------------|--------|----------------|---------|----------------|--------------|-------|
| Total Fees Billed- - - - -              |              |             | \$0.00      |        |                |         |                |              |       |
| Total Fees Unbilled : - - - - -         |              |             | \$0.00      |        |                |         |                |              |       |
| Total Fees Received : - - - - -         |              |             | \$0.00      |        |                |         |                |              |       |
| Total Soft Cost Billed : - - - - -      |              |             | \$0.00      |        |                |         |                |              |       |
| Total Soft Cost Unbilled : - - - - -    |              |             | \$0.00      |        |                |         |                |              |       |
| Total Soft Cost Received : - - - - -    |              |             | \$0.00      |        |                |         |                |              |       |
| Total Hard Cost Billed : - - - - -      |              |             | \$0.00      |        |                |         |                |              |       |
| Total Hard Cost Unbilled : - - - - -    |              |             | \$18,911.63 |        |                |         |                |              |       |
| 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: 10/29/2024  
 Report Time: 3:20PM  
 Page: 1 of 1  
 User ID: R. Hawkins

**JAMES HAWKINS APLC****Date Range:** 01/01/1900 to 10/29/2024**Client:** RYDER - Quincy Griffin Perkins**Matter:** RYDER PAGA - Hadco-Ryder Integrated Logistics PAGA - Quincy Griffin Perkins

| Date                                       | Expense Code | Description                                                    | Debit          | Credit        | Billing Status | On Hold | Invoice Number | Check Number | Payee |
|--------------------------------------------|--------------|----------------------------------------------------------------|----------------|---------------|----------------|---------|----------------|--------------|-------|
| <b>Balance Forward:</b>                    |              |                                                                | \$0.00         |               |                |         |                |              |       |
| 03/10/2023                                 | CRT          | Court Documents - Notice(s) & Order(s)                         | \$11.00        |               | Unbilled       |         |                |              |       |
| 03/13/2023                                 | FST          | First Legal Network - E-Filing - Proof of Service IN# 30230586 | \$42.70        |               | Unbilled       |         |                |              |       |
| 05/11/2023                                 | CRT          | Court Documents - 05.19.23 Order Re ICMC                       | \$1.00         |               | Unbilled       |         |                |              |       |
| 04/19/2024                                 | CRT          | Court Documents-03.26.24-Status Report                         | \$4.00         |               | Unbilled       |         |                |              |       |
| <b>Total:</b>                              |              |                                                                | <u>\$58.70</u> | <u>\$0.00</u> |                |         |                |              |       |
| <b>Balance:</b>                            |              |                                                                | <u>\$58.70</u> |               |                |         |                |              |       |
| <b>Total Fees Billed-----</b>              |              |                                                                | <b>\$0.00</b>  |               |                |         |                |              |       |
| <b>Total Fees Unbilled : -----</b>         |              |                                                                | <b>\$0.00</b>  |               |                |         |                |              |       |
| <b>Total Fees Received : -----</b>         |              |                                                                | <b>\$0.00</b>  |               |                |         |                |              |       |
| <b>Total Soft Cost Billed : -----</b>      |              |                                                                | <b>\$0.00</b>  |               |                |         |                |              |       |
| <b>Total Soft Cost Unbilled : -----</b>    |              |                                                                | <b>\$0.00</b>  |               |                |         |                |              |       |
| <b>Total Soft Cost Received : -----</b>    |              |                                                                | <b>\$0.00</b>  |               |                |         |                |              |       |
| <b>Total Hard Cost Billed : -----</b>      |              |                                                                | <b>\$0.00</b>  |               |                |         |                |              |       |
| <b>Total Hard Cost Unbilled : -----</b>    |              |                                                                | <b>\$58.70</b> |               |                |         |                |              |       |
| <b>Total Hard Cost Received : -----</b>    |              |                                                                | <b>\$0.00</b>  |               |                |         |                |              |       |
| <b>Total Taxes Billed : -----</b>          |              |                                                                | <b>\$0.00</b>  |               |                |         |                |              |       |
| <b>Total Taxes Unbilled : -----</b>        |              |                                                                | <b>\$0.00</b>  |               |                |         |                |              |       |
| <b>Total Taxes Received : -----</b>        |              |                                                                | <b>\$0.00</b>  |               |                |         |                |              |       |
| <b>Total Late Charges Billed : -----</b>   |              |                                                                | <b>\$0.00</b>  |               |                |         |                |              |       |
| <b>Total Late Charges Unbilled: -----</b>  |              |                                                                | <b>\$0.00</b>  |               |                |         |                |              |       |
| <b>Total Late Charges Received : -----</b> |              |                                                                | <b>\$0.00</b>  |               |                |         |                |              |       |
| <b>Trust Balance: -----</b>                |              |                                                                | <b>\$0.00</b>  |               |                |         |                |              |       |