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Attorneys for Plaintiff MONICA MELISSA GUTIERREZ,
Individually and on behalf of all others similarly situated

[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

ADAM BADIS, ANGELICA REYES, and
MONICA MELISSA GUTIERREZ,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

COPAN DIAGNOSTICS INC., a New York
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CVRI2203991

[Assigned for all purposes to the Hon. Harold W.
Hopp, Dept. 1]

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

Date: June 6, 2025
Time: 08:30 a.m.
Dept.: 1

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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 Monica Melissa Gutierrez, who along with Plaintiffs Adam Badis and Angelica Reyes (hereinafter referred to as “Plaintiffs” or “Class Representatives”) moves this Court for Final Approval of the Class Action Settlement. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, which Plaintiffs 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.

BRIEF PROCEDURAL HISTORY

2. On January 17, 2024, Plaintiffs Badis and Reyes and Defendant Copan Diagnostics Inc., (“Defendant”) participated in private mediation with professional neutral mediator Lisa Klerman, Esq. The settlement negotiations were at arm’s length and, although conducted in a professional manner, were adversarial. The parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs’ claims and Defendant’s defenses, a settlement was reached by the parties by way of a mediator’s proposal the following week.

3. Shortly thereafter, Defendant informed Plaintiff Badis and Reyes counsel that there may be overlap between the two pending Gutierrez actions with the Badis and Reyes class action. Plaintiffs Badis’ and Reyes’s counsel reached out to Plaintiff Gutierrez’s counsel to discuss the scope of the overlap. Plaintiffs’ counsels then agreed to a second mediation session with Ms. Klerman, which took place on April 5, 2024. While the Gutierrez cases did not settle during the mediation, a settlement was ultimately reached by way of a mediator’s proposal the following week.

4. On January 16, 2025, this Court granted Preliminary Approval of the Settlement Agreement, the Notice dissemination program, and appointed Tae Kim of Collins Kim, Edwin

1 Aiwazian of Layers for Justic PC., and Gregory Mauro and James Hawkins of James Hawkins
2 APLC as Class Counsel. A copy of the Preliminary Approval Order has been posted on the claims
3 administration website for public viewing.

4 **INVESTIGATION OF CLAIMS**

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

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

18 7. Over the course of litigation, Plaintiffs' Counsel received a considerable amount of
19 documents and data, including employee demographic data, time and pay records, and Defendant's
20 policies and procedures manuals which covered a broad range of topics including, *inter alia*,
21 employee clock-in policies and procedures, attendance policies, meal periods/rest periods, overtime
22 & premium pay, etc. and sampled time and pay records for the Class Members. The document and
23 data exchanges allowed Plaintiffs' Counsel to fully assess the nature and magnitude of the claims
24 being settled, as well as the impediments to recovery, and ultimately enabled Plaintiffs' Counsel so
25 as to make an independent assessment of the reasonableness of the settlement's terms.

26 8. In summary, Plaintiffs' Counsel performed a thorough investigation into the claims
27 at issue, which included: (1) determining Plaintiffs' suitability as class representatives and private
28 attorneys general through interviews, background investigations, and analyses of their employment

1 files and related records; (2) evaluating all of Plaintiffs' potential representative claims; (3)
2 researching similar wage and hour class actions as to the claims brought, the nature of the positions,
3 and the type of employer; (4) analyzing employees' time and wage records; (5) reviewing
4 Defendant's employment policies and practices; (6) researching settlements in similar cases; (7)
5 evaluating Plaintiffs' claims and estimating Defendant's liability for purposes of settlement;
6 (8) drafting the mediation brief; and (9) participating in the mediation.

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

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

22 11. I believe that the consideration and terms set forth in the Settlement Agreement are
23 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
24 known facts and circumstances, including the various defenses asserted by Defendant, and
25 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
26 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
27 litigation, the lengthy process of establishing specific damages and various possible delays and
28 appeals, were also carefully considered in agreeing to the proposed Settlement.

1 **DAMAGE ANALYSIS**

2 12. The mediation centered around the Labor Code 226 claim, Labor Code 2802, the
3 meal and rest period claims and PAGA claims. The Labor Code 226 claim had a potential value of
4 approximately \$526,300 for approximately 178 employee in the 1 year statutory period. This
5 assumes full potential penalties using the \$50/\$100 amounts. This also assumes the Plaintiff
6 would be successful on the derivative underlying claims. For instance, using the meal period pay
7 period violations count used for PAGA, the Labor Code 226 claim would be \$254,600 based on
8 approximately 2,546 pay statements potentially defective. The meal period damages were valued
9 at approximately \$189,839 (9,171 alleged meal break violations multiplied by \$20.70). This value
10 could drop give the payment of some meal period premiums and alleged waivers. Lastly,
11 further investigation revealed the Labor Code 2802 and rest period claims lacked sufficient
12 evidence to support any finding of class wide failure.

13 **PAGA ANALYSIS**

14 13. Based on the information and documents obtained through informal discovery,
15 Plaintiffs assessed the maximum value of the PAGA claims to be released by the settlement to be
16 approximately \$267,600.00 (at the rate of a reasonable \$50.00 penalty per pay period) for
17 approximately 5,352 pay periods at issue for the meal period or Labor Code 226 penalties.

18 14. Turning to Plaintiffs' meal and rest period theories, with the assistance of an expert,
19 Plaintiffs' calculated that at most there were 2,546 pay periods where a statutorily compliant meal
20 period was not reflected in employees' time records. Assuming a PAGA default penalty of \$50
21 for each of those pay periods, Plaintiffs assert this equals a potential exposure of \$127,300.00 for
22 meal period violations.

23 15. The PAGA exposure could increase if stacking were permitted and the Court
24 awarded maximum damages. An unlikely scenario here given the policies and protocols in place.

25 16. Plaintiffs, however, recognize that this total does not take into account any
26 potential discount by the Court and do not take into account *Donahue, Domingo*, and Defendant's
27 evidence of its punch system. As discussed above, a Court may award lesser amounts than the
28 maximum civil penalty based on the facts and circumstances of the matter. Defendant asserts that

1 there are no underlying Labor Code violations and no basis for the award of any penalties under
2 PAGA. For example, Defendant contends that when punch guarding and premiums are taken into
3 account, Defendant has fully complied with California's meal and rest break requirements.
4 Defendant also contends that, even if penalties were awarded for any purported Labor Code
5 violation, penalties under PAGA cannot be stacked: at most, just one PAGA penalty can be
6 awarded to an aggrieved employee in any one pay period. See Labor Code section 2699(f)(2)
7 (authorizing awardable PAGA penalties to be measure by "each aggrieved employee per pay
8 period"); *Smith v. Lux Retail North America, Inc.*, No. C 13-01579 WHA, 2013 WL 2932243, at
9 *3-4 (N.D. Cal. June 13, 2013) (emphasis in original) (rejecting a pleading that sought the
10 "stacking of penalties"; "[f]or the single mistake of failing to include commissions in the overtime
11 base, plaintiff has asserted five (count them, five) separate labor code violations that could lead to
12 statutory penalties;" "is it plausible that we would really pile one penalty on another for a single
13 substantive wrong?"; noting that "no actual holding in any judicial decision has ever blessed such
14 stacking").

15 17. In light of the above, Plaintiffs recognize that there were significant risks in
16 proceeding in litigation of this matter. Plaintiffs faced risks of not prevailing on the merits,
17 prevailing on certain claims for certain periods, reduced penalty amounts awarded by the trial
18 Court, and reversal on appeal.

19 18. The Total Settlement Amount allocated for PAGA penalties calculates to
20 approximately \$6 per pay period in which Plaintiffs calculated a rebuttable presumption of a meal
21 period violation ($\$30,000 / 5,352 \text{ pay periods} = \5.63). This means the per pay period value is
22 approximately 34% of the potential maximum reasonable value of \$267,600.00 in default PAGA
23 penalties Plaintiffs calculate for pay periods with a rebuttable presumption of a meal period
24 violation. Notably, this percentage is reflective of courts' reduction PAGA penalties following a
25 trial and where finding of liability is determined, as discussed above. Moreover, this Settlement
26 provides for the recovery of penalties under PAGA now, rather than in the future to some
27 undetermined date and undetermined amounts. Based on Defendant's potential defenses to the
28 violations at issue, the risks and costs of continued litigation, Plaintiffs and their attorneys believe

1 that the PAGA Settlement is fair and reasonable.

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

15 **CLASS COUNSEL EXPERIENCE**

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

- 21 o ***Mojica v. Compass Group, Inc., et. al.*** USDC Central District, Case No. 8:13-cv-
22 01754.
- 23 o ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- 24 o ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- 25 o ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No.
26 SACV08-00412.
- 27 o ***West v Iron Mountain Information Management, Inc, et. al.***; Los Angeles County
28 Superior Court, Case No. BC393709.

- o **Gonzalez v. Superior Industries International, Inc., et al.**, Los Angeles County Superior Court, Case No. BC 357912.
- o **Acosta v. Fleetwood Travel Trailers of California, Inc., et al.**, Riverside County Superior Court, Case No. RIC 440630.
- o **Walker v. Sharkeez, et al.**, Orange County Superior Court, Case No. 05CC00293.
- o **Padron v. Universal Protection Service, et al**, Orange County Superior Court, Case No. 05CC00013.
- o **Martinez v. Securitas Security Services USA, et al.**, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- o **Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.**, Riverside Superior Court, Case No. RIC 420909.
- o **Ruiz, et al. v. Unisourse Worldwide, Inc., et al.**, USDC, CENTRAL DISTRICT, Case No. CV09-05848.
- o **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.
- o **Denton v. BLB Enterprises, Inc., et al.**, Orange County Superior Court, Case No. 07CC01292.
- o **Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.**, Los Angeles Superior Court, Case No. BC411477.
- o **McMurray v. Dave and Busters, Inc., et al.**, Orange County Superior Court, Case No. 06CC00099.
- o **Osuna v. DFG Restaurants, Inc., et al.**, Los Angeles Superior Court, Case No. BC 330145.
- o **Burns v. Gymboree Operations, Inc., et al.**, San Francisco Superior Court, Case No. CGC-07-461612.

- o **Willems v. Diedrich Coffee, Inc., et al.**, Orange County Superior Court, Case No. 07CC00015.
- o **Davila, et al. v. Beckman Coulter, Inc., et al.**, Orange County Superior Court, Case No. 07CC01347.
- o **Perez v. Naked Juice Company of Glendora, Inc.**, Los Angeles Superior Court, Case No. BC387088.
- o **Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases**, Los Angeles Superior Court, Case No. JCCP 4545.
- o **Placencia v. Amcor Packaging Distribution, Inc.**, Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.
- o **Trani v. Lisi Aerospace, et al.**, Los Angeles Superior Court, Case No. BC495527.
- o **Galvan v. Goodwin Co.**, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.
- o **Reyes v. Bristol Fiberlite**, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.
- o **Gutierrez v. HMT Tank, USDC Central Dist.**, Case No. CV14-1967-CAS(MAN)
- o **Williams v. Il Fornaio America Corp.**, Sacramento County, Case No. 34-2011-0009616.
- o **Aguilar v. 7-Eleven, Inc.**, Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- o **Madrigal v. Huntington Beach Market Broiler, Inc.**, Orange County, Case No. 30-2012-00611260.
- o **Vang v. Jazz Semiconductor, Inc.**, Orange County, Case no. 30-2011-00460278.
- o **Vigueras v. Red Robin International, Inc**, USDC Central Dist. Case No. SACV 17-1422 JVS (DFMx);
- o **Smith v. Space Exploration Technologies Corp.**, Los Angeles Superior Court, Case No. BC55429;
- o **Cano v. Financial Statement Services, Inc.**, Orange County Superior Court, Case No.

30-2013-00653349-CU-OE-CXC;

- o ***Mendez v. Liberty Glass Fabricators, Inc.***, Riverside County Superior Court Case No. RIC1800119;
- o ***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 ***O'Brien, et al. v. Cerida Investment Corp.***, Santa Clara Superior Court Case No. 21CV384527;
- o ***Gonzalez v. Quality Aluminum Forge, LLC***, Orange County Superior Court Case No. 30-2015-00817941;
- o ***Shay v. Apple, Inc.***, United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- o ***Milligan v. CWI, Inc.***, San Bernardino Superior Court Case No. CIVDS 2013999;
- o ***Aguilar v. LDI Mechanical, Inc.***, Riverside County Case No. RIC1610019;
- o ***Abron v. University Healthcare Alliance***, Alameda County Superior Court Case No. RG20066438;
- o ***Benson v. F21 Opco, LLC***, San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- o ***Allen v. Creative Stone Mfg., Inc.***, San Bernardino County Superior Court Case No. CIVSB2201498;
- o ***Santamaria v. Bright Horizons Children's Center***, San Bernardino County Superior Court Case No. CIVSB2210140;
- o ***Yniguez v. Airgas USA, LLC***, Los Angeles County Superior Court Case No. 20STCV18190;
- o ***Cervantez v. Genuine Parts Company***, Los Angeles County Superior Court Case No. 22STCV00981;
- o ***Robles v. Jetro Holdings, LLC***, San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;

- o **Hernandez v. Euromarket Designs, Inc.**, Santa Clara County Superior Court Case No. 20CV3770922;
- o **Ayala v. Veg-Land, et al.**, Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- o **Puente v. Sully-Miller Contracting Co.**, Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- o **Garcia v. Revolution Foods, Inc.**, Los Angeles Superior Court Case No. BC579142;
- o **Attaway, et al. v. Alliance Residential, LLC**, Santa Clara County Superior Court Case No. 20CV365134;
- o **Bowman v. Delta Dental of California**, Alameda County Superior Court Case No. RG21108230;
- o **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;
- o **Grant v. T-Mobile USA, Inc.**, United States District Court for the Central District of California Case No. 2:21-CV-02268;
- o **Dawson v. Wonderful Pistachios and Almonds, LLC**, Kern County Superior Court Case No. BCV-17-100848;
- o **Hamilton, et al. v. Michael Kors Stores (California), Inc.**, Los Angeles County Superior Court Case NO. 19STCV37061;
- o **Ross v. Stater Bros.**, San Bernardino Superior Court Case No. CIVDS1902518;
- o **Walker v. Barrett Business Services, Inc., et al.**, Los Angeles County Superior Court Case No. 20STCV39172;
- o **Benitez, et al. v. Medtronic, Inc., et al.**, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- o **Montgomery v. Copart, Inc.**, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- o **Vizcarra-McNamee v. Nordstrom, Inc.**, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;

- o **Ayers v. Cherry Hill Programs, Inc.**, Fresno County Superior Court Case No. 20CECG00821;
- o **Sleeper v. Boot Barn, Inc.**, Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- o **Pulido-Dias v. Dirt Cheap, Inc.**, San Bernardino County Superior Court Case No. CIVDS1719694;
- o **Villanueva v. Nordstrom, Inc.**, San Bernardino County Superior Court Case No. CIVDS1918706;
- o **Bryson v. Madame Tussauds, et al.**, Los Angeles County Superior Court Case No. 19STCV33514
- o **Hightower v. Levy Premium, et al.**, Santa Clara County Superior Court Case No. 19CV359262;
- o **Marquez v. Maxim Crane Works, L.P., et al**, Los Angeles County Superior Court Case No. 19STCV39548;
- o **Rovira v. Silverado Senior Living Management, Inc.**, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- o **Hallum, et al. v. FCA US, LLC**, San Bernardino County Case No. CIVDS1936782;
- o **Martinez v. Placer Title Co., et al.**, Kern County Case No. BCV-19-103486;
- o **Torres v. Van Law Food Products, Inc.**, Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- o **Holmes v. Pet Food Express, LLC**, Alameda County Case No. 22CV014140;
- o **Ventura v. Conduent Commercial Solutions, LLC**, Kern County Case No. BCV-22-102043;
- o **Ramirez v. CSI Electrical Contractors, Inc.**, Fresno County Superior Court Case No. 18CECG04150;
- o **Magana v. Eibach Springs, Inc.**, Riverside County Superior Court Case No. RIC1708917;

- 1 o ***Knox v. Express Messenger Systems, Inc.***, San Bernardino County Superior Court
2 Case No. CIVDS1932323;
3 o ***Corona, et al. v. G&M Oil Company, Inc.***, Los Angeles County Superior Court Case
4 No. BC640876
5 o ***Aguilar v. Peach Home Services, Inc., et al.***, Riverside County Superior Court Case
6 No. RIC1823057;
7 o ***Wilson v. M.C. LLC***, Orange County Superior Court Case No. 30-2019-01103382-CU-
8 OE-CXC.
9 o ***Nunez v. Nevell Group, Inc.***, Orange County Superior Court Case No. 30-2015-
10 00783269.
11 o ***Bendorf, et al. v. Sea World LLC, et al.***, San Diego Superior Court Case No. 37-2021-
12 00034922-CU-OE-CTL;
13 o ***DeMartini, et al. v. Safelite Fulfillment, Inc.***, Marin County Case No. CIV20002076;
14 o ***Ayala, et al., v. Macy's West Stores, Inc.***, Los Angeles County Case No.
15 20STCV34182;
16 o ***Wallen, et al. v. United Rentals (North America), Inc., et al.***, Stanislaus County Case
17 No. CV-22-000399;
18 o ***Granados v. Hyatt Corporation***, United States District Court for the Southern District
19 of California Case No. 3:23-cv-01001-H-VET;
20 o ***Vigil v. Hyatt Corporation***, United States District Court for the Northern District of
21 California Case No. 4:22-cv-00693;
22 o ***Garcia v. U.S. Best Ingredients, Inc.***, Los Angeles Superior Court Case No.
23 21TRCV00813.

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

1 22. Indeed, our firm has served as class counsel in a number of significant wage and
2 hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest
3 wage and hour class action settlement in California history at \$130,000,000. During this case,
4 plaintiffs appealed a decertification order. This case involved several appeals. The appellate record
5 amassed an extensive appellate record comprising a 23-volume joint appendix, a three-volume
6 reporters' transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to
7 augment the record, and several additional letters informing the appellate court of new legal
8 authority issued after Dukes. The matter was argued to and submitted by the Court of Appeal on
9 September 15, 2016, and on November 21, 2016, the decertification order was reversed, and the
10 case was remanded for further proceedings. (*Lubin v. The Wackenhut Corporation* ("Lubin"), 5
11 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision
12 to the California Supreme Court. The Supreme Court denied Wackenhut's petition for review of
13 Lubin. The Court of Appeal issued remittitur on April 10, 2017. Eventually through additional
14 litigation, the parties were able to secure the \$130 million settlement that was approved on
15 October 21, 2019, by Judge Highberger in the Los Angeles Superior Court.

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

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

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

27 25. Here, the Parties' agreement to pay Class Counsel Fees of 33% of the Gross
28 Settlement (i.e. \$407,550.00) is reasonable and will be allocated as follows: \$200,557.50 to

Collins Kim, \$107,992.50 to Lawyers for Justice PC and \$100,000.00 to James Hawkins APLC.

26. Plaintiffs' counsel has borne the entire risk and cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly upon my firms and co-counsel's experience and the extensive review and analysis of documents and information by me and others at my firm and our co-counsels'. In a complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of the market rate for contingency fees.

27. My firm as Class Counsel, on behalf of Plaintiffs and the Class, invested approximately **179.1** documented hours litigating this matter through the date of this declaration for a total lodestar of **\$143,113.00** in fees, broken down as follows: my rate of \$1,050 per hour x 65.9 hours = \$69,195.00; Gregory Mauro's rate of \$850 per hour x 77.8 documented hours = \$66,130.00; and paralegal Melissa Whitson's rate of \$220 x 35.4 hours = \$7,788.00.

28. Over the course of this litigation, Class Counsel incurred ordinary litigation costs over the past three years totaling \$64,045.79. However, Class Counsel only seeks the litigation costs as preliminarily approved by the Court and allotted by the Settlement in the amount of \$55,000.00, which will be allocated as follows: (1) **\$34,674.46** to Collins Kim, (2) **\$5,325.54** to Lawyers for Justice PC, and (3) **\$15,000.00** to James Hawkins APLC.

29. Our office has expended approximately **\$18,997.91** in costs in prosecuting this action. These costs have been necessary costs associated with prosecution of this important matter. Counsel for Plaintiff respectfully requests the Court grant the request to have these costs repaid from the Settlement in accordance with the allocations specified to Collins Kim, Lawyers for Justice PC, and James Hawkins APLC. Attached hereto as **Exhibit 1** is a true and correct copy of my firm's Billing Detail.

ENHANCEMENT AWARD

30. The Class Representatives have provided extensive supporting documents and assisted Class Counsel in developing information necessary to litigate and settle this case. Plaintiffs have also conducted record review and consultation with counsel in preparation for discovery and eventual mediation, and to assist in evaluating and proving the claims. The settlement provides for Class Representative Service Payments to be paid to the Class

1 Representatives in the total amount of \$25,000.00 allocated as follows: \$7,500.00 each to
2 Plaintiffs Badis and Reyes and \$10,000.00 to Plaintiff Gutierrez. The Class Representatives
3 Enhancement Award takes into consideration the risks, time, effort and expenses incurred in
4 coming forward to provide invaluable information and negotiate and litigate this matter on behalf
5 of all Settlement Class Members who otherwise, would probably not file their own individual
6 claims to recover what may be relatively low damages. Further, the \$25,000.00 Enhancement
7 Award to the Class Representatives is very fair and justified based on the risks each Plaintiff has
8 taken and the benefits conferred upon the Settlement Class. Attached hereto as **Exhibit 2** is a true
9 and correct copy of the Declaration of Monica Melissa Gutierrez previous submitted in support of
10 Plaintiffs' Motion for Preliminary Approval.

11 31. Plaintiffs with the filing of this Motion for Final Approval have concurrently served
12 the LWDA with this Motion and accompanying documents.

13 I declare under penalty of perjury that the foregoing is true and correct. Executed on May
14 14, 2025 at Irvine, California.

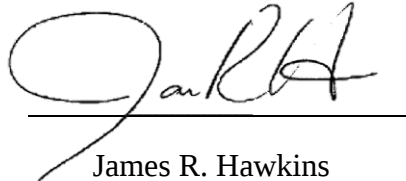
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16 James R. Hawkins
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EXHIBIT 1

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 05/13/2025
Client: COPAN - Monica Melissa Gutierrez
Matter: COPAN DIAGNOSTI - Copan Diagnostics, Inc. (Monica Melissa Gutierrez)

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
11/02/2023	FIL	Filing Fee- LWDA Filing Fee CK#11246	\$75.00		Unbilled				
11/10/2023	POS	Postage-10.24.23-PAGA Notice	\$10.45		Unbilled				
11/16/2023	FST	First Legal Network - Filing - Complaint for other Employment IN# 30256289	\$1,678.30		Unbilled				
12/01/2023	FST	First Legal Network - Process Serve - S&C, INitial Docs, Filing - Proof of Service IN# 30263586	\$283.15		Unbilled				
02/27/2024	FST	First Legal Network - Filing - Joint INitial Status Conference IN# 30271388	\$88.30		Unbilled				
03/08/2024	MED	Mediation Services- IN#040524P CK#11604	\$7,500.00		Unbilled				
03/27/2024	FST	First Legal Network - Filing - Joint Stip and Proposed Order, Follow up - Joint Stip and Proposed Order In# 30275374	\$110.30		Unbilled				
04/04/2024	FST	First Legal Network - E-Filing - Joint Status Conference Statement IN# 30279435	\$41.75		Unbilled				
04/18/2024	FST	First Legal Network - Filing - Amended Complaint IN# 30283542	\$41.75		Unbilled				
04/19/2024	EXA	Expert Analysis- IN#11309 CK#11701	\$6,885.00		Unbilled				
05/14/2024	FST	First Legal Network - Filing - Case Management Statement IN# 30283542	\$41.75		Unbilled				
07/15/2024	FST	First Legal Network- Filing - Joint CM Statement, Request to Continue Court Hearing, Proposed Order ISO Part (3) IN# 30290822	\$159.40		Unbilled				
09/16/2024	LDS	Legal Document Server - E-Filing - Case Management Statement IN# 10402567	\$13.75		Unbilled				
09/18/2024	LDS	Legal Document Server - E-Filing - Proposed Order IN# 10406094	\$13.75		Unbilled				
11/22/2024	LDS	Legal Document Server - E-Filing - Proof of Service By Electronic Service IN# 10735634	\$30.35		Unbilled				
		Total:	\$16,973.00	\$0.00					
		Balance:	\$16,973.00						

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 : - - - - -			\$16,973.00						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 05/13/2025
Client: COPAN - Monica Melissa Gutierrez
Matter: COPAN PAGA - Copan Diagnostics, Inc. - PAGA (Monica Melissa Gutierrez)

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
12/28/2023	FST	First Legal Network - Filing - Complaint for Other Employment IN# 30263586	\$1,678.30		Unbilled				
02/21/2024	FST	First Legal Network - Process serve - Initial Docs, Complaint, CCC, Summons, Filing - Request to Continue March 5 2024, Proof of Service IN# 30271388	\$304.86		Unbilled				
04/11/2024	FST	First Legal Network - E-Filing - Joint Initial Status Conference Satement IN# 30279435	\$41.75		Unbilled				
Total:			\$2,024.91	\$0.00					
Balance:			\$2,024.91						
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 : - - - - -			\$2,024.91						
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						

EXHIBIT 2

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
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Attorneys for Plaintiff MONICA MELISSA GUTIERREZ,
Individually and on behalf of all others similarly situated

[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

ADAM BADIS, ANGELICA REYES, and
MONICA MELISSA GUTIERREZ,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

COPAN DIAGNOSTICS INC., a New York
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CVRI2203991

[Assigned for all purposes to the Hon. Harold W.
Hopp, Dept. 10]

**DECLARATION OF MONICA
MELISSA GUTIERREZ IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 5, 2024
Time: 08:30 a.m.
Dept.: 1

1 Tae Kim (SBN 210465)
Dawn Collins (SBN 193447)
2 **COLLINS KIM LLP**
515 S. Flower St., 18th Floor
3 Los Angeles, CA 90071
Tel: (213) 341-0238 / Fax: (213) 341-0239
4 *Attorneys for Plaintiffs*
Adam Badis and Angelica Reyes
5
Edwin Aiwazian (SBN 232943)
6 Tara Zabehi (SBN 314706)
Travis J. Maher (SBN 327206)
7 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
8 Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021
9 *Attorneys for Adam Badis and Angelica Reyes, Plaintiffs*

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DECLARATION OF MONICA MELISSA GUTIERREZ

I, MONICA MELISSA GUTIERREZ hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the Plaintiff's Motion for Preliminary Approval of Class Action Settlement. The following is based upon my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendant Copan Diagnostics Inc., ("Defendant") in November of 2022 as a Non-Exempt Employee with the title of Accounting Specialist and worked during the liability period for Defendant, at Defendant's Murietta, CA location until my separation from Defendant's employ in approximately August 2023. My duties included but were not limited to processing and verifying new invoices, maintaining spreadsheets, and bank work affiliations.

3. As a non-exempt employee, I suffered the same damages as other employees. These included not being paid all my wages, not provided accurate wage statements, not provide with meal and rest periods, not paid timely during my employment, not reimbursed for necessary business expenses, not being paid for vacation pay, and not timely paid wages during and upon my separation from Defendant's employ all in accordance with California law. As a result of these alleged violations, I sought consultation with my attorneys at James Hawkins, APLC.

4. Based upon my allegations, and after consultation and full disclosure from my attorneys about the potential risks I faced as a Plaintiff in a putative class action, I freely decided to pursue this lawsuit to try and vindicate my rights and the rights of others who also worked for Defendant and suffered similar harms due to Defendant's common practices and policies.

5. Prior to filing my action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendant. During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff.

6. My attorneys provided me with a draft of the complaint for my review and

1 approval. I closely reviewed the complaint to ensure accuracy and completeness. As a
2 result, I caused my attorneys to file the class action complaint alleging claims for the allegations
3 alleged therein. Thereafter, I have been fully involved in my case. Following the filing of the
4 complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly
5 contacted my attorneys to stay current on the status of the litigation, and to discuss my attorneys'
6 progress in prosecuting the claims.

7 7. I believe that I have been similarly injured as to all other class members in the
8 settlement who worked for Defendant during the class period. I believe the claims asserted in the
9 Complaint are also shared by the other Class Members. I worked with various other non-exempt
10 employees, and I believe we were all treated the same and subject to the same unlawful policies.

11 8. On October 24, 2023, I, through my attorneys, filed this action against Defendant.

12 9. On October 24, 2023, I, through my attorneys, submitted a notice with the Labor &
13 Workforce Development Agency ("LWDA") alleging that Defendants violated Labor Code
14 sections 201-204, 227.3, 226, 510, 512, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198,
15 2802, 1024.5, pursuant to Labor Code section 2699.

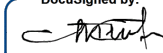
16 10. Since I agreed to become a Class Representative, I have worked every step of the
17 way with my attorneys. During the course of the litigation, I have always kept the best interest of
18 the Class Members on equal footing as mine. I have been, and I am willing to continue to pursue
19 the Class Members' claims vigorously on our collective behalf if the Settlement is not finally
20 approved. As a result, I firmly believe that I do not have any interests adverse to the interests of
21 the Class Members. I have maintained the Class Members best interest from the inception of the
22 case.

23 11. As a Class Representative, I have spent numerous hours consulting with my
24 attorneys, providing documentation, consulting with other Class Members, responding to
25 questions by my attorneys, providing documents to my attorneys, working with my attorneys to
26 review documents received, helping my attorneys in preparing for the mediation and attending the
27 mediation via telephone. I was consulted about the status of the case and provided constant
28 feedback about the case from my attorneys including the mediation, settlement negotiations and

1 eventual settlement. I estimate I have spent approximately 30 hours working on this case.

2 12. From the beginning of this case, I have freely chosen to accept the risks of
3 being the Class Representative in this class action lawsuit. I chose to assume these risks and
4 pursue the claims on behalf of the Class Members as I wanted to vindicate their rights. I believe
5 we have achieved that result with the settlement and the individual payments to the Class
6 Members. I believe the settlement is fair reasonable and adequate based on the numerous defenses
7 asserted by Defendant. I believe the efforts and work I put forth helped to achieve the fair
8 settlement that will benefit the Class Members. As a result of my efforts, I also believe the
9 Enhancement Award is reasonable, and I respectfully request the Court approve the amount of
10 \$10,000.00 as fair and reasonable.

11 I declare under penalty of perjury under the laws of the state of California that the
12 foregoing is true and correct. Executed on October 23, 2024, at Sun City, California.

13
14 DocuSigned by:


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16 **MONICA MELISSA GUTIERREZ**