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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **LOS ANGELES COUNTY—CENTRAL CIVIL WEST**

15 OMAR RODRIGUEZ, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 HAWK II ENVIRONMENTAL CORP., a
20 California corporation; and DOES 1–10,
inclusive,

21 Defendants.

Case No. BC625121

*Assigned to the Hon. John Shepard Wiley, Jr.,
Department 311*

**DECLARATION OF JOSEPH M. HEKMAT
IN SUPPORT OF PLAINTIFF'S MOTION
FOR CONDITIONAL CLASS
CERTIFICATION AND PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

[Class Action]

Complaint Filed: June 24, 2016
Trial Date: Not Set

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 06 2017

Sherri R. Carter, Executive Officer/Clerk
By: Isabel Arellanes, Deputy

FILED BY FAX

1 I, Joseph M. Hekmat, declare as follows:

2 1. I am an attorney duly licensed to practice law in California and New York. My firm, the
3 Hekmat Law Group, along with the Jaurigue Law Group, are counsel for Plaintiff Omar Rodriguez in
4 this case. I submit this declaration in support of Plaintiff's Unopposed Motion for Conditional Class
5 Certification and Preliminary Approval of Class Action Settlement. I have personal knowledge of the
6 facts set forth herein, and if called as a witness to testify to them, I could and would do so competently.

7 2. The capitalized terms used herein are defined in the Settlement Agreement, attached to
8 Declaration of Abigail Zelenski as Exhibit 1 filed concurrently herewith.

9 3. I have over 7 years of experience working as a lawyer in civil litigation in the State of
10 California, including several years representing defendants at the law firm of Glaser Weil Fink Howard
11 Avchen & Shapiro LLP and as general counsel of Evergreen Financial Holdings, LLC. During the last 4
12 years, the primary focus of my practice has been on employee representation. I have litigated cases
13 involving discrimination, retaliation and violations of wage laws, and have represented aggrieved
14 employees in PAGA litigation.

15 4. I am a member of the California Employment Lawyers Association ("CELA"), as well as
16 the Los Angeles County Bar Association ("LACBA") and Beverly Hills Bar Association 's ("BHBA")
17 employment law sections.

18 5. This is a wage and hour class action brought by Plaintiff Omar Rodriguez against Hawk
19 II Environmental Corp. ("Hawk II").

20 6. On June 24, 2016, Plaintiff filed the complaint in the case of *Omar Rodriguez,*
21 *individually and on, behalf of all others similarly situated, v. Hawk II Environmental Corp, et al* bearing
22 case number BC625121, in Los Angeles County Superior Court (the "Complaint"). The Complaint
23 alleged the following causes of action against Defendant on behalf of Plaintiff and the Class: (1) Failure
24 to Provide Adequate Pay Stubs (Cal. Lab. Code § 226), (2) Failure to Provide Meal Periods, (Cal. Lab.
25 Code §§ 512, 226.7), (3) Failure to Provide Rest Breaks (Cal. Lab. Code § 226.7), (4) Failure to Pay
26 Overtime Compensation (Cal. Lab. Code §§ 510, 1194, 1198), (5) Failure to Reimburse Employee for
27 Uniform (Cal. Lab. Code § 2802), (6) Violation of Unfair Competition Law (Cal. Bus. & Prof. Code §
28

1 17200 *et seq.*), (7) Failure to Pay Wages upon Termination (Cal. Lab. Code §§ 20 I, 202, 203) and (8)
2 Private Attorneys General Act (Cal. Lab. Code § 2698 *et seq.*).

3 7. On December 13, 2016, the parties attended a full-day mediation session before
4 experienced class action mediator, Henry J. Bongiovi, Esq. Prior to the mediation, the parties diligently
5 investigated the factual and legal aspects of the matter via an extensive informal exchange of
6 information and production of documents.

7 8. The parties reached a settlement at the mediation and formalized the terms therein upon
8 the attached short-form settlement agreement (attached as Exhibit A).

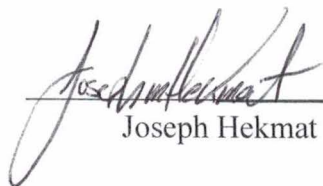
9 9. Based on my experience and that of my co-counsel and colleagues, and based on my
10 independent investigation and evaluation, I am of the opinion that the Settlement is fair, reasonable, and
11 adequate and is in the best interest of the Class in light of all known facts and circumstances and the
12 expenses and risk inherent in continued litigation. Should this case continue to be litigated, and should
13 the class not become certified, it is unlikely that many Class members would bring individual claims.

14 10. My office, along with co-counsel Jaurigue Law Group, conducted a thorough and
15 extensive investigation of the claims in the Complaint. We reviewed relevant documents and engaged in
16 extensive discussions with Defense Counsel regarding the facts of the case and the legal merits of our
17 claims.

18 11. The Settlement is reasonable in light of the potential maximum value of the Plaintiff's
19 claims as compared to the potential risks of further litigation and Defendant's valid defenses.

20 12. Plaintiff Omar Rodriguez has contributed to this action by agreeing to be a class
21 representative, reviewing the complaint, staying in contact with current and past class members,
22 responding to counsel's e-mails and phone calls and providing documents related to his employment and
23 relevant to the class, attending his deposition and attending the mediation which ultimately resolved the
24 matter.

25
26 Dated: February 5, 2017

27
28 

Joseph Hekmat

EXHIBIT A

Rodriguez v. Hawk II Environmental Corp., Los Angeles Superior Court Case No. BC625121


IT IS HEREBY STIPULATED BY AND BETWEEN the above-referenced parties, through their respective counsel or representative of each, that the above-referenced case has been settled according to the terms memorialized herein below. This settlement document is intended by the parties to be binding and enforceable in court – in state court by motion pursuant to Civil Procedure Code section 664.6 and Evidence Code section 1123 and in accordance with applicable rules of civil procedure and evidence.

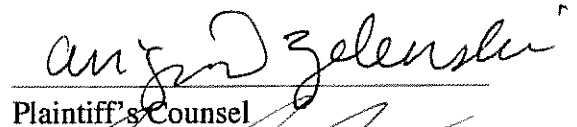
All-in, non-reversionary settlement at maximum settlement amount of \$250,000, as follows:

- \$7,500 for class representative, subject to court approval.
- \$20,000 allocated to Private Attorneys General Act civil penalties, subject to court approval.
- Administrative costs, subject to court approval.
- Plaintiff's costs and expenses, subject to court approval.
- 33 1/3 percent for Plaintiff's counsel's attorneys' fees, subject to court approval and lodestar support.
- Cy pres of unclaimed settlement funds to LA Mission, subject to court approval.
- Payroll taxes
- The net settlement fund will be distributed to all members of the class without the need of submitting a claim form. The parties will agree on a fair and reasonable allocation method of the net settlement fund to the class members. Class period is from February 24, 2012, through the date the long-form settlement agreement, as referenced below, is signed by all the parties.

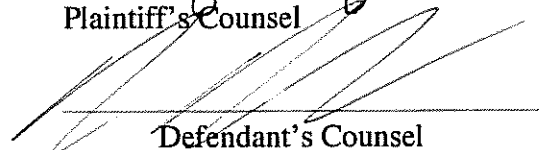
This stipulation shall be memorialized in a long-form settlement agreement, the draft of which Plaintiff's counsel will provide to defense counsel within one week from today. The parties agree to use best efforts to get the long-form settlement agreement signed two weeks from today.

The terms, conditions, and content of this stipulation are the product of counsel and not the mediator, the parties acknowledge that the mediator serves only as scribe, not originator. All relevant parties must sign below. Copies are acceptable in lieu of originals.


Plaintiff Omar Rodriguez 12-13-16
Date


Plaintiff's Counsel


Defendant Hawk II Environmental Corp. 12-13-16
Date


Defendant's Counsel

Print Name: JOE BEZERRA, JR

Title: PRES.