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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

EUGENIA CALVA DE GARCIA, on
behalf of herself, the State of California,
and others similarly situated and aggrieved
and MILIPZA ANDRADE
HERNANDEZ, in a Representative
capacity only and on behalf of other
members of the general public similarly
situated,

Plaintiffs,

v.

GNIMGT, INC., a California corporation;
GOOD NITE INN SYLMAR, INC., a
California corporation; PHILLIP HO, an
individual, and NICHOLAS HO, an
individual, and DOES 1-100, inclusive,

Defendants.

Case No. 22STCV03262

Assigned to the Hon. Bradley S. Phillips

**DECLARATION OF ERIC K. YAECKEL IN
SUPPORT OF PLAINTIFFS' MOTION FOR
COURT APPROVAL OF THE PARTIES'
PAGA SETTLEMENT**

Date: August 7, 2025
Time: 8:30 a.m.
Dept.: 26

Complaint Filed: January 27, 2022
Trial Date: None Set

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14 Attorneys for Plaintiff MILIPZA ANDRADE HERNANDEZ
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1 I, Eric K. Yaeckel, declare as follows:

- 2 1. I am an attorney licensed to practice law before all the courts of the State of California,
3 and am employed with the law firm of SULLIVAN & YAECKEL LAW GROUP, APC,
4 attorneys of record for Plaintiff MILIPZA ANDRADE HERNANDEZ in a
5 Representative capacity only, and on behalf of other members of the general public
6 similarly situated in this matter.
- 7 2. I make this declaration in support of Plaintiffs' Motion for Court Approval of the Parties'
8 Paga Settlement. I am personally familiar with the facts set forth in this declaration and,
9 if called to testify, could and would do so.

10
11 **Background**

- 12 3. Plaintiff Hernandez filed her PAGA action on September 8, 2021, in the Superior Court,
13 County of Sonoma.
- 14 4. Our office later became aware of the action filed by Plaintiff Calva de Garcia. Thereafter,
15 we agreed to a Joint Prosecution Agreement. From our review, both Plaintiffs raised
16 primarily the same wage and hour violations and sought to represent the same group of
17 non-exempt employees.
- 18 5. Following a detailed exchange of informal discovery, the Parties participated in a
19 mediation on September 23, 2024, with Kevin T. Barnes, Esq. At all times, the Parties'
20 negotiations were adversarial and non-collusive. Mr. Barnes helped to manage the Parties'
21 expectations and provided a useful, neutral analysis of the issues and risks to both sides.
22 With Mr. Barnes's guidance, the Parties were eventually able to negotiate a complete
23 settlement of Plaintiffs' claims.

1 6. As part of the informal exchange, Defendant's counsel has confirmed the parameters of
2 the proposed settlement. There were 583 employees at the time of mediation. As the
3 PAGA period definition extended beyond the date of mediation, Defendant recently
4 confirmed (for purposes of getting a settlement administration bid) that there are
5 approximately 625 employees who worked in California during the PAGA Period.

7 7. Based on an analysis of documents and employee data produced by Defendant, including
8 Defendant's California labor policies and procedures manuals, Plaintiffs' personnel files,
9 the number of aggregate pay periods, and a 50% sample of Aggrieved Employees' time
10 and wage records, Plaintiffs' Counsel were able to realistically assess the value of
11 Plaintiffs' claims and intelligently engage defense counsel in settlement discussions that
12 culminated in the proposed settlement now before the Court.

14 8. Based on the analysis performed, I can opine that the Settlement, for the consideration and
15 on the terms set forth in the Settlement Agreement, is fair, reasonable, and adequate, and
16 is in the best interests of the LWDA and Aggrieved Employees in light of all known facts
17 and circumstances, including the risk of significant delay and uncertainty associated with
18 litigation, and various defenses asserted by Defendant.

20 **Experience of Counsel**

21
22 9. I have over 14 years of experience as a licensed California attorney who is primarily
23 engaged in prosecuting class and representative actions. I have spent my entire practice
24 engaged in prosecuting class and representative actions. I became a partner in our law firm
25 in 2020. I have acted as Trial Counsel (for Plaintiff) in multiple "Wage and Hour"
26 Class/Representative actions, including the (San Diego Superior Court) Trial which is the
27

subject of the Published decision entitled *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504.

10. Our office are the attorneys of record in a matter recently (and favorably) decided before the California Supreme Court titled *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021). The Donohue matter is a certified class and PAGA action.

11. Our office is lead counsel on at least 40 employment “wage and hour” claims with class action, or representative action, allegations. These cases are set within the California Superior Court and Federal District Courts in California. Our office is currently lead counsel on claims that have been certified by both Court Order and by stipulation of the parties. In the last three years, Sullivan & Yaeckel Law Group has settled at least 15 employment “wage and hour” claims on behalf of a Certified Class.

12. In the last seven years, Sullivan & Yaeckel Law Group has successfully tried three “Wage and Hour” Representative (PAGA) cases.

13. Our firm has the requisite experience knowledge of California law and the Federal Rules of Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement in this matter to represent a fair, adequate and reasonable settlement that is well within the accepted range of recoveries for similar wage and hour class actions. I also believe the Agreement is in the best interests of the Settlement Class Members. I am also aware that Defendants’ counsel (both the firm, and individual attorneys working on this case) have extensive experience defending similar wage and hour class actions.

14. Based on the above experience, it is this firm’s opinion that this settlement represents a fair and adequate payment to the LWDA and aggrieved employees.

Lodestar Calculation

15. Plaintiff seeks attorney's fees in the amount of one-third of the total settlement amount, which is \$100,000.00.

16. For purposes of a lodestar cross-check the S & Y's attorneys' fees incurred (to date) are estimated to amount to approximately \$77,575.00. The Attorney's fees are broken down as follows:

17. I (Eric Yaeckel) served as lead investigator and trial counsel on behalf of Ms. Hernandez. My billing rate is \$700.00 per hour. Over the course of the investigation (including pre-filing), I have expended approximately 75.4 hours in the service of this action. 75.4 hours times \$700.00 equals \$52,780.00. The work includes nearly all preliminary investigation and the majority of the client and Class interaction/meetings, extensive time briefing the appeal filed by Defendant after obtaining a denial of a motion to compel arbitration, supervision of the pre-settlement work, including the damages analysis. My time was also spent attending hearings, drafting and reviewing correspondence and motions, participating in settlement discussions, and almost all of the day to day communication with opposing counsel and co-counsel. During this time, I also investigated Defendant, its business practices, and any variations in employee job duties and rates of pay.

18. Mr. Ryan Kuhn served as the primary Associate Attorney assigned to the case. The billing rate for Mr. Kuhn is \$475.00 per hour. Mr. Kuhn expended approximately 52.2 hours in the service of this action. 52.2 hours times \$475.00 equals \$24,795.00. The work performed consisted of, for the most part, analysis of Defendants' documents and records, in preparation for settlement, drafting LWDA notice correspondence, and drafting the pleadings. Mr. Kuhn was also assigned to informal discovery creation/review, assisting

1 with all discovery responses, the preparation of “meet and confer” letters and some other
2 contact with defense counsel.

3
4 19. Further, based on my experience, we will continue to work on this case for several more
5 months. We will have to prepare for the final approval hearing, and answer numerous
6 inquiries from class and collective members, and communicate with the Settlement
7 Administrator and Defense counsel to respond to any issues and ensure the settlement is
8 implemented as approved by the Court.

9
10 20. I printed a copy of the Updated Laffey Matrix from the following website:
11 www.laffeymatrix.com. A true and correct copy is attached as **Exhibit 1**. While not
12 binding, a trial court has discretion to use the Laffey Matrix when it comes to establishing
13 attorneys’ reasonable hourly rates in California State Courts. *See e.g. Syers Properties III,*
14 *Inc. v. Rankin*, 236 Cal.App.4th 691, 702 (2014).

15
16 21. For an attorney with 11-19 years experience, the matrix states a reasonable fee is
17 between \$948- \$747 per hour. I have over 14 years experience working on class action
18 litigation and only bill at the rate of \$700 per hour.

19 22. For an attorney with 4-7 years experience, the matrix states a reasonable fee is between
20 \$581 - \$465 per hour. The associate Mr. Kuhn, who was working on this matter has over
21 six years experience and billed at the rate of \$475 per hour.

22
23 23. Accordingly, we submit our rates are comparable to, or less than, those charged by other
24 class action plaintiffs' counsel and the firms defending class actions. Our hourly rates have
25 routinely been approved by numerous federal and state Courts.

26
27 24. In a recent successful PAGA trial, tried before in the San Diego Superior Court, our office
28 was awarded our full requested attorneys fees and was approved at the requested hourly

1 rates (which are similar to the fees/rates billed here). Please See *Carrington v. Starbucks*
2 *Corp.* San Diego Superior Court, Case No. 37-2014-00018637-CU-OE-CTL and
3 published appellate opinion 30 Cal.App.5th 504.
4

5 25. The total costs expended by our office in this matter will be \$8,0417.17. The attached Cost
6 Worksheet on behalf of Plaintiff Hernandez was contemporaneously maintained and
7 updated by my office. (See Exhibit 2). This is a true and accurate summary of the costs
8 advanced and incurred by Plaintiffs' counsel. The costs include, filing and service fees
9 (including the Complaint and all other pleadings), all e-file charges, LWDA filing fees
10 and attorney messenger fees; mediation fees, a transportation fee for a trip to Los Angeles
11 to interview other putative aggrieved employees, Legal Research and Postage and
12 Copying Costs. All costs were necessary to the continued prosecution of this matter.
13

14 26. The parties agreed upon proposed notice to accompany the settlement checks is attached
15 as Exhibit 3.
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20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct. Executed this 12th day of May, 2025 at San Diego, California.
22
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24 
25 _____

26 Eric K. Yaeckel
27
28

EXHIBIT 1

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 2

LWDA	\$75.00	
Postage	\$81.40	
Knox	\$1,371.10	
One Legal	\$703.17	
Kevin T Barnes Mediation	\$3,125.00	
Transcripts	\$1,087.35	
Transportation	\$200.55	
Research	\$975.00	
Copies	\$399.55	
Subtotal	\$8,018.12	1/21/2025
One Legal	\$23.05	3/26/2025
2nd Sub-total	\$8,041.17	3/28/2025

EXHIBIT 3

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: GNIMGT, Inc. PAGA Settlement

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuits entitled *Hernandez v. GNIMGT, Inc., et al.*, No. SCV-269254 (Sonoma County Superior Court), *Eugenia Calva de Garcia v. GNIMGT, Inc. et al.*, JAMS Reference No. 5220002274, and *Eugenia Calva de Garcia v. GNIMGT, Inc. et al.*, No. 22STCV03262 (Los Angeles County Superior Court) (the “Actions”).

The Actions were filed against Defendants GNIMGT, Inc., Good Nite Inn Sylmar, Inc., Good Nite Inn, Inc., Good Nite Inn Management, Inc., Good Nite Inn Buena Park, Inc., Good Nite Inn Calabasas, Inc., Good Nite Inn Chula Vista, Inc., Good Nite Inn Fremont, Inc., Good Nite Inn Redlands, Inc., Good Nite Inn Redwood, Inc., Good Nite Inn Rohnert Park, Inc., Good Nite Inn Sacramento, Inc., Good Nite Inn Salinas, Inc., Good Nite Inn San Diego, Inc., Camarillo Good Nite Inn Partners, Good Nite Inn Investment Santa Anna, Good Nite Inn Orange Partners, Good Nite Sea World Partners, L.P., Philip Ho, and Nicholas Ho (“Defendants”) by former employees of Defendants who sought to recover penalties pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.* (“PAGA”) on behalf of the State of California and all allegedly “aggrieved employees” of Defendants. You have been identified as one of the “aggrieved employees” in these Actions.

The Plaintiffs alleged that Defendants owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendants deny that they violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendants do not admit that they are liable in any way for any penalties.

The Court has not made a determination about Plaintiffs’ allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Court has not ruled on the merits of the Action but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]