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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ROBERT CELLA, Individually, and on behalf of other members of the general public similarly situated Plaintiff v. GRIFFIS INVESTMENT COMPANY, INC., a Colorado Corporation; GRIFFIS GROUP RESIDENTIAL, LLC, a business entity unknown; GRIFFIS GROUP RESIDENTIAL PAYROLL, a business entity unknown; GRIFFIS RESIDENTIAL, a business entity unknown; and DOES 1-10, inclusive Defendants	CASE NO. 24CU008274C **DECLARATION OF ERIC K. YAECKEL IN SUPPORT OF PLAINTIFF'S *UNOPPOSED* MOTION FOR FINAL APPROVAL OF (1) CLASS ACTION SETTLEMENT; (2) ATTORNEYS' FEES AND COSTS; and (3) CLASS REPRESENTATIVE AWARDS** Date: July 31, 2026 Time: 10:30 a.m. Dept: C-64 Judge: Hon. Loren Freestone

I, Eric K. Yaeckel, hereby declare as follows:

1. I am an attorney licensed to practice law before this Court and am employed with the law firm of Sullivan & Yaeckel Law Group, APC, attorneys of record for Plaintiff ROBERT CELLA, Individually, and on behalf of other members of the general public similarly situated, (hereinafter "Plaintiff.") I make this declaration in support of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement.

2. I am personally familiar with the facts set forth in this declaration, and if called to testify as a witness I could and would do so.

Experience of Counsel

3. The Lead Trial Counsel, Mr. William Sullivan, has been a California-licensed attorney for 30 years. He has approximately 29 years of experience in "class action" litigation, both as plaintiff and defense counsel. Mr. Sullivan has acted as Trial Counsel (for Plaintiff) in multiple "Wage and Hour" Class/Representative actions, including the (San Diego Superior Court) Trial which is the subject of the Published decision entitled *Carrington v. Starbucks* (2018*)* 30 Cal.App.5th 504. Mr. Sullivan (who is currently and <u>temporarily</u> unavailable, due to a medical issue), estimates that, throughout the course of his 30-year career, he has acted as Lead Plaintiffs' counsel on "Wage and Hour" Class/Representative actions that have collected more than $300 million for employees and/or the State of California, either through judgment following trial, or via negotiated settlement.

4. I have over 14 years of experience as an attorney. I have spent my entire time in practice engaged in prosecuting class and representative actions. I became a partner in the firm in 2020. Mr. Kuhn has over 6 years of experience as an attorney who is primarily engaged in prosecuting class and representative actions. He has been the "lead associate" on numerous class action cases that settled in the high "seven figure" and "eight figure" range. Mr. Cody Archer has over 1 year of experience as an attorney who is primarily engaged in prosecuting class and representative actions. He has been the "lead associate" on numerous class action cases that settled.

5. Our office are the attorneys of record in a matter very 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.

6. Our office is lead counsel on approximately 30 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.

7. Sullivan & Yaeckel Law Group has tried three "Wage and Hour" Representative (PAGA) cases in recent years. In a recent successful PAGA trial, tried before Judge Bacal of the San Diego Superior Court, our office was awarded our full requested attorneys fees and was approved at the requested hourly rates (which are similar to the fees/rates billed here). Please See *Carrington v. Starbucks Corp.* San Diego Superior Court, Case No. 37-2014-00018637-CU-OE-CTL and published appellate opinion 30 Cal.App.5th 504.

8. 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. Counsel analyzed estimated exposure under Plaintiff's liability theories and discounted those estimates in light of the significant litigation, certification, proof, and collectability risks. Viewed against those risks, the Gross Settlement Amount represents a meaningful recovery and falls well within the range of reasonableness for contested wage-and-hour and PAGA litigation.

9. Based on the above experience, it is this firm's opinion that this settlement represents a fair and

adequate payment to the class.

Strengths of Plaintiff's Case and The Amount Offered in Settlement

10. My office has met and conferred with Defendants' counsel, and we agree the amounts payable to Plaintiff and each Class member are within the "ballpark range" of proportional liability as set forth in *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488, 499. A detailed breakdown of the valuation of each claim was previously detailed this Court at the preliminary approval stage.

11. As part of the settlement efforts, Plaintiff was able also to provide Defendants with a detailed "scope of liability" calculations based on Defendants own verified records and policies. While Plaintiff maintained the claims were all viable, Plaintiff (and counsel) recognize there were substantial risks to proceeding on behalf of a class and representative group. Defendants disputed liability and asserted multiple substantive defenses, including challenges regarding class certification, the legality of meal period and rest period practices, the accuracy of wage statements, the existence of compensable unpaid work, and whether any alleged violations were the result of individualized employee conduct rather than uniform company policies. Defendants further disputed the scope of recoverable damages and penalties and contended that substantial reductions could be obtained through motion practice and trial. Based on these considerations, and the risks involved in continuing litigation, I submit the $140,952.50 settlement represents a fair and more than reasonable settlement.

12. Additionally, I submit that the payment of $6,500.00 to the LWDA for the PAGA claims (65% share of $10,000.00 allocation), even though the LWDA declined to prosecute the claims itself, is a fair, reasonable and adequate allocation.[1] The settlement is in the best interests of the settlement class.

The Risk, Expense, Complexity and Likely Duration of Further Litigation

13. Given the existence of viable defenses, for the vast majority of the class claims, it was unlikely

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[1] The LWDA was also served with copies of the Settlement Agreement and Preliminary Approval Motion and has not objected or responded to date.

that all class claims would have been certified and brought to trial. Therefore, this class action settlement is a superior result for both parties. In exchange for a full release, Class members are able to recover substantial monetary amounts *now*. Defendant is also able to "buy its peace," and avoid the costs of defending all future claims stemming from the same wage and hour issues in this case.

14. If the litigation were to proceed in lieu of settlement, additional and substantial attorneys fees and costs and expert witnesses fees would be incurred. Given the numerous claims being litigated, the parties may be required to hire multiple experts each (as many as three per side). This would result in not only the production of six expert reports, but six depositions as well. And, based on previous discussions between counsel regarding the remaining claims (including the PAGA claims), the parties anticipated (at the very least) that there would be least two dueling motions for summary judgment / adjudication (one from each side).

The Presence of a Govermental Actor

15. The LWDA was notified and declined to prosecute the claims itself. Counsel for the parties believe this is a fair, reasonable, and adequate allocation. The LWDA was also served with copies of the preliminary approval papers and proposed settlement and has not objected or responded to date.

The Contingent Nature of the Fee Agreement, and Inherent Risk Therein, Supports Awarding a Percentage of the Recovery

16. My office was retained by Plaintiff on a contingency basis. A percentage fee of 35% (thirty-three and one third percent) of any total recovery, was freely negotiated. As part of the agreement, Plaintiff's Counsel was required to continue the prosecution of the matter regardless of the outcome of the preliminary motions (*i.e.*, arbitration, class certification, etc.). Here, Plaintiff's Counsel has agreed to a 33 and 1/3 % share of the recovery in order to maximize the recovery on behalf of the class.

17. The parties entered into the Agreement exclusively for the purpose of resolving the action and facilitating the negotiated settlement. Should the Court, for any reason, not finally approve the

Agreement, or if the Agreement is terminated for any reason, the Agreement will be null and void and this action will revert to its status with respect to any and all matters as they existed prior to the parties signing the Agreement.

The Continuing Obligation to Devote Time and Effort to the Litigation

18. Since the tentative agreement, my office has had to devote considerable time to maintain the litigation, achieve Court approval for the proposed settlement, and assist the proposed Class Members with questions about the Class Notice, Potential Release and all available options. As is detailed in paragraph below, and based on my experience acting as class counsel, I also estimate at least another 4 hours by my office will be devoted to this case.

The Extent to which the Litigation Precluded Other Employment

19. I, along with the other attorneys who assisted in the matter, was precluded from accepting other employment due to the necessity of maintaining the prosecution of the instant matter. In addition, Mr. Sullivan is the individual primarily responsible for bringing clients to the firm, and was precluded from doing so to the extent previously possible, due to the instant litigation.

The Amount Involved and the Results Obtained on Behalf of the Class

20. This is not a "coupon" class action case. As is detailed in the Settlement Administrator's declaration, the Class is set to receive significant monetary benefits. They would not have received these amounts if Class Counsel did not act.

The Lodestar Analysis

21. For purposes of a lodestar cross-check the S & Y's attorneys' fees incurred (to date) are estimated to amount to approximately **$56,137.50.** The Attorney's fees are broken down as follows:

a. Mr. Sullivan served as lead investigator and trial counsel, per the specific request of Plaintiffs. Over the course of the investigation (including pre-filing), Mr. William Sullivan has currently expended approximately **9.2** hours in the service of this action. **9.2** hours times **$800.00** equals **$7,360.00**. The work includes preliminary investigation, and an intial client meeting. During this time, Mr. Sullivan also investigated Defendant, its business practices, and any variations in Class Members' job duties and rates of pay.

b. I was the partner primarily assigned to oversee the "day to day" activity of the primary associates assigned to this case. My billing rate is $700.00 per hour. I have currently expended approximately **42.2** hours in the service of this action. **42.2** hours times **$700.00** equals **$29,540.00**. Aside from supervising the Associate Attorneys, this work includes attending hearings, drafting and reviewing correspondence and motions, and much of the day to day communication with opposing counsel. I also reviewed documents and prepared the mediation brief. I also primarily handled the settlement discussions at the mediation.

c. Mr. Ryan Kuhn and Mr. Cody Archer served as the primary Associate Attorneys assigned to the case. The billing rate for Associate Attorneys is **$475.00** per hour. Mr. Kuhn and Mr. Archer expended approximately **36.5** hours in the service of this action. **36.50** hours times **$475.00** equals **$17,337.50**. The work performed consisted of, for the most part, analysis of Defendants' documents and records, in preparation for mediation, and to analyze liability and damages for purposes of trial. Hundreds of pages of documents were produced over time throughout the litigation. Mr. Kuhn amd Mr. Archer were also assigned to discovery creation/review, the preparation of "meet and confer" letters and other contact with defense counsel. Mr. Kuhn and Mr. Archer also provided a detailed analysis of all employment records to determine "commonality" and damages. Over the course of this litigation, Mr. Kuhn and Mr. Archer spent a significant amount of time reviewing the documents produced by Defendant.

d. Based on past experience, I estimate that Mr. Archer will incur an additional **4.0** hours in assisting Class Members on questions and issues regarding the settlement, meeting with Class Members (including on any late submissions), and preparing for and attending the Final Approval hearing in this matter. **4.0** times **$475.00** equals

$1,900.00.

<u>The Lodestar Multiplier</u>

22. Given fees incurred here, the lodestar totals **$56,137.50**. No lodestar multiplier is necessary.

<u>The Reasonableness of Plaintiffs' Hourly Rates</u>

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

24. The referenced "Laffey" chart states that for the time periods in this case, for an attorney with "**20+**" years experience, such as Mr. Sullivan, the matrix states a reasonable fee is between **$1,227–$997** per hour. Mr. Sullivan has over **30** years of experience and bills at **$800** per hour. **<u>Please Note</u>:** While $800 an hour may seem like a high figure at first glance, multiple Court's (including all San Diego Superior Court Judges) have accepted this figure for Mr. Sullivan. Moreover, this rate is justified given that "wage and hour" Class and/or Representative Action cases very rarely go to trial. Mr. Sullivan is one of the few attorneys who have (successfully) tried numerous of these types of cases. He has also successfully argued in front of the California Supreme Court in a Class and Representative action that is frequently cited in "wage and hour" litigation involving Meal Period claims. *Donohue v. AMN Services, LLC,* (2021) 11 Cal.5th 58.

25. For an attorney with **11-19** years experience, the matrix states a reasonable fee is between **$1,019-$829** per hour. Mr. Yaeckel has over **14** years experience working on class action litigation and only bill at the rate of **$700** per hour.

26. For an attorney with **4-7** years experience, the matrix states a reasonable fee is between **$625 - $508** per hour. The associate Mr. Kuhn, who was working on this matter has over six years experience and billed at the rate of **$475** per hour. For an attorney with **1-3** years experience, the matrix states a reasonable fee is between **$508 - $437** per hour. The associate Mr. Archer,

who was working on this matter has over one years experience and billed at the rate of **$475** per hour.

27. Accordingly, we submit our rates are comparable to, or less than, those charged by other class action plaintiffs' counsel and the firms defending class actions.

28. Our hourly rates have routinely been approved by numerous federal and state Courts.

29. In a recent successful PAGA trial, tried before in the San Diego Superior Court, our office was awarded our full requested attorneys fees and was approved at the requested hourly rates (which are similar to the fees/rates billed here). Please See *Carrington v. Starbucks Corp.* San Diego Superior Court, Case No. 37-2014-00018637-CU-OE-CTL and published appellate opinion 30 Cal.App.5th 504.

<u>Plaintiff's Request for Reimbursement of Costs</u>

30. The total costs expended by our office in this matter will be **$11,144.82.** The attached Cost Worksheet on behalf of Plaintiff Cella was contemporaneously maintained and updated by my office. (See **Exhibit 2**). This is a true and accurate summary of the costs incurred by Plaintiff's counsel. The costs include, filing and service fees (including the Complaint and all other pleadings), all e-file charges, LWDA filing fees and attorney messenger fees; Mediation Fees; Legal Research and Postage and Copying Costs. All costs were necessary to the continued prosecution of this matter.

31. The parties' Agreement permits Plaintiffs (without Opposition) to seek up to **$12,500.00** in costs. Plaintiffs submits the request for the specific **$11,144.82** amount set forth above.

<u>Class Representative Enhancement</u>

32. Plaintiff Cella contributed extensive time and resources in the prosecution of this case, as is detailed further in his declaration. Plaintiff was able to provide information instrumental to the prosecution of this matter including identifying numerous witnesses that could corroborate the claims. Plaintiff also assisted with reviewing and providing insight on Defendant's documents produced. Plaintiff brought to our attention numerous Labor Code violations that formed the basis of the litigation.

33. I know (from experience) that any company who does a detailed background check, will be able to determine that the Plaintiffs are serving as class representative in a lawsuit against their former employer.

34. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allows employers to weed out litigious employment candidates. One such service outlines ways that employers can "get a sense of whether a prospective employee is likely to sue" the employer, through background checks and other means, to screen out these employees. www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees. Onicra Credit Rating Agency of India states: "Background screening has become a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture, employers simply cannot afford to hire employees who will put their company at risk." http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf.

35. Finally, any employer may simply check the various Superior Court of California websites and conduct a party name search to uncover whether an applicant has previously filed litigation against their employer.

36. Plaintiff also risked personally owing a large cost award, which I estimate would be well into the tens of thousands of dollars, had the claims been unsuccessful.

37. Despite all the risks, Plaintiff at all times remained committed to securing a monetary recovery on behalf of the entire class.

38. The Parties and their counsel represent and warrant that they have no financial interest in, or involvement with, the selected *cy pres* beneficiary LAAW such that there would be a conflict of interest. The Parties agree that this is an appropriate *cy pres* because LAAW is a nonprofit organization that provides “civil legal services to the indigent,” which is makes them a proper *cy pres* recipient according to California Code of Civil Procedure § 384.

39. The notice program constituted the best notice practicable under the circumstances, was reasonably calculated to apprise Class Members of the settlement and their rights, and fully

satisfied due process requirements.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 9th day of July, 2026 at San Diego, California.

Eric Yaeckel

Eric K. Yaeckel

Exhibit 1

LAFFEY MATRIX

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
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)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" 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	$17.94	
SD Superior Court	$5.00	
Christianna Mantas Mediation	$6,000.00	
Knox	$606.35	
One Legal	$1,996.34	
Transportation	$524.18	
Research	$992.00	
Copies	$845.25	
Subtotal	$11,062.06	**7/17/2025**
Postage	$10.77	**7/19/2025**
One Legal	$23.63	**8/15/2025**
One Legal	$23.63	**8/18/2025**
One Legal	$24.73	**2/25/2026**
2nd Sub total	**$11,144.82**	**2/26/2026**