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Attorneys for Plaintiff DAVID ALEGRIA, Individually, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

DAVID ALEGRIA, Individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff

v.

NEXEN TIRE AMERICA, INC., a Maryland
Corporation; and DOES 1-10, inclusive,

Defendants

CASE NO. CIVSB2304566

**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: October 14, 2026
Time: 8:30 a.m.
Judge: Hon. Kevin C. Lee
Dept.: S26

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

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

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

9 **Experience of Counsel**

10 3. The Lead Trial Counsel, Mr. William Sullivan, has been a California-licensed attorney for 31
11 years. He has approximately 30 years of experience in "class action" litigation, both as plaintiff
12 and defense counsel. Mr. Sullivan has acted as Trial Counsel (for Plaintiff) in multiple "Wage
13 and Hour" Class/Representative actions, including the (San Diego Superior Court) Trial which
14 is the subject of the Published decision entitled *Carrington v. Starbucks* (2018) 30 Cal.App.5th
15 504. Mr. Sullivan (who is currently and temporarily unavailable, due to a medical issue),
16 estimates that, throughout the course of his 30-year career, he has acted as Lead Plaintiffs'
17 counsel on "Wage and Hour" Class/Representative actions that have collected more than \$300
18 million for employees and/or the State of California, either through judgment following trial,
19 or via negotiated settlement.

20 4. I have over 14 years of experience as an attorney. I have spent my entire time in practice
21 engaged in prosecuting class and representative actions. I became a partner in the firm in 2020.
22 Mr. Archer has over 1 year of experience as an attorney who is primarily engaged in
23 prosecuting class and representative actions. He has been the "lead associate" on numerous
24 class action cases that have settled.

25 5. Our office are the attorneys of record in a matter very recently (and favorably) decided before
26 the California Supreme Court titled *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021).
27 The *Donohue* matter is a certified class and PAGA action.
28

- 1 6. Our office is lead counsel on approximately 30 employment “wage and hour” claims with class
2 action, or representative action, allegations. These cases are set within the California Superior
3 Court and Federal District Courts in California. Our office is currently lead counsel on claims
4 that have been certified by both Court Order and by stipulation of the parties. In the last three
5 years, Sullivan & Yaeckel Law Group has settled at least 15 employment “wage and hour”
6 claims on behalf of a Certified Class.
- 7 7. In the last seven years, Sullivan & Yaeckel Law Group has tried three “Wage and Hour”
8 Representative (PAGA). In a recent successful PAGA trial, tried before Judge Bacal of the San
9 Diego Superior Court, our office was awarded our full requested attorneys fees and was
10 approved at the requested hourly rates (which are similar to the fees/rates billed here). Please
11 See *Carrington v. Starbucks Corp.* San Diego Superior Court, Case No.
12 37-2014-00018637-CU-OE-CTL and published appellate opinion 30 Cal.App.5th 504.
- 13 8. Our firm has the requisite experience and knowledge of California law and the Federal Rules
14 of Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement
15 in this matter to represent a fair, adequate and reasonable settlement that is well within the
16 accepted range of recoveries for similar wage and hour class actions. I also believe the
17 Agreement is in the best interests of the Settlement Class Members. I am also aware that
18 Defendants’ counsel (both the firm, and individual attorneys working on this case) have
19 extensive experience defending similar wage and hour class actions.
- 20 9. Based on the above experience, it is this firm’s opinion that this settlement represents a fair and
21 adequate payment to the class.

22 **Strengths of Plaintiff’s Case and The Amount Offered in Settlement**

- 23 10. My office has met and conferred with Defendant’s counsel, and we agree the amounts payable
24 to Plaintiff and each Class member are within the “ballpark range” of proportional liability as
25 set forth in *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488, 499. A
26 detailed breakdown of the valuation of each claim was previously detailed this Court at the
27 preliminary approval stage.
- 28

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. Throughout the litigation, Defendants presented potentially valid defenses to class certification, liability and damages. Based on these considerations, and the risks involved in continuing litigation, I submit the \$250,000.00 settlement represents a fair and more than reasonable settlement.

12. Additionally, I submit that the payment of \$11,250.00 to the LWDA for the PAGA claims (75% share of \$15,000.00 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. 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 Governmental Actor

14. 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.

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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.

1 **The Contingent Nature of the Fee Agreement, and Inherent Risk Therein, Supports**

2 **Awarding a Percentage of the Recovery**

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

9 **The Continuing Obligation to Devote Time and Effort to the Litigation**

- 10 16. Since the tentative agreement, my office has had to devote considerable time to maintain the
11 litigation, achieve Court approval for the proposed settlement, and assist the proposed Class
12 Members with questions about the Class Notice, Potential Release and all available options.
13 As is detailed in paragraph below, and based on my experience acting as class counsel, I also
14 estimate at least another 10 hours by my office will be devoted to this case.

15 **The Extent to which the Litigation Precluded Other Employment**

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

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

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

24 **The Lodestar Analysis**

- 25 19. For purposes of a lodestar cross-check the S & Y's attorneys' fees incurred (to date) are
26 estimated to amount to approximately **\$86,500.00**. The Attorney's fees are broken down as
27 follows:
28

1 a. I served as lead investigator and trial counsel. I was also the partner primarily assigned
2 to oversee the “day to day” activity of the primary associates assigned to this case. My
3 billing rate for this matter is \$600.00 per hour. Over the course of the matter I have
4 currently expended approximately **94.9** hours in the service of this action. **94.9** hours
5 times **\$600.00** equals **\$56,940.00**. The work includes nearly substantial preliminary
6 investigation, the majority of the client and Class interaction/meetings, and assistance
7 with some of the other pre-settlement work. The preliminary investigation included the
8 review and analysis of several hundred documents. I also undertook a significant pre-
9 filing investigation. During this time, I investigated Defendants, its business practices,
10 and any variations in Class Members’ job duties and rates of pay. I also engaged in
11 most of the day to day communication with opposing counsel. The Plaintiffs and I were
12 required to jointly review hundreds of pages of documents produced that were directly
13 applicable to Plaintiff’s employment. Moreover, I spent significant time reviewing the
14 hundreds of pages of document produced for use in a potential Class Certification
15 Motion and for Mediation. Prior to mediation, a defended Plaintiff Moreno’s
16 deposition. I also took a “Person Most Knowledgeable deposition. Each deposition
17 required substantial preparation time. I also primarily handled the settlement
18 discussions and attended (virtually) the full day of mediation. After a full day of
19 mediation, there was a tentative settlement.

20 b. Mr. Ryan Kuhn (and later Mr. Cody Archer) served as the primary Associate Attorney
21 assigned to the case. The billing rate for the associate attorneys is \$400.00 per hour.
22 Collectively Mr. Kuhn and Mr. Archer expended approximately **63.9** hours in the
23 service of this action. **63.9** hours times **\$400.00** equals **\$25,560.00**. The work
24 performed consisted of, for the most part, analysis of Defendants' documents and
25 records, in preparation for mediation, a class certification motion, and to analyze
26 liability and damages for purposes of trial. Hundreds of pages of documents and a large
27 electronic sampling of time and wage records were produced over time throughout the
28

litigation. The associates were also assigned to discovery creation/review, assisting with all discovery responses, the preparation of "meet and confer" letters and other contact with defense counsel. The associates also provided a detailed analysis of all employment records to determine "commonality" and damages. Mr. Archer also worked extensively on the settlement approval motions.

- c. Based on past experience, I estimate that Mr. Archer will incur an additional 10 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. 10 times \$400.00 equals **\$4,000.00**.
- d. Capstone Law APC incurred fees in the amount of **\$43,662.50** for approximately 49.7 hours of work. Please see the Declaration of Raul Perez for more details.
- e. Plaintiff Alegria, Plaintiff Moreno, and their counsel have agreed in writing to split any attorneys fees awarded: 70% to Sullivan & Yaeckel Law Group, APC and 30% to Capstone Law APC. The proposed split if awarded the full amount of fees sought, is set forth in the [Proposed] Final Approval Order.

The Lodestar Multiplier

- 20. Given fees incurred here, in addition to the fees incurred by co-counsel, the lodestar totals **\$130,162.50**. (\$86,500.00 SYLG + \$43,662.50 Capstone Law APC). No lodestar multiplier is necessary.

The Reasonableness of Plaintiffs' Hourly Rates

- 21. 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).
- 22. 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 \$1,227–\$997 per hour. Mr. Sullivan has over 31 years of experience and bills at \$800 per hour.
2 **Please Note:** While \$800 an hour may seem like a high figure at first glance, multiple Court’s
3 (including all San Diego Superior Court Judges) have accepted this figure for Mr. Sullivan.
4 Moreover, this rate is justified given that “wage and hour” Class and/or Representative Action
5 cases very rarely go to trial. Mr. Sullivan is one of the few attorneys who have (successfully)
6 tried numerous of these types of cases. He has also successfully argued in front of the
7 California Supreme Court in a Class and Representative action that is frequently cited in “wage
8 and hour” litigation involving Meal Period claims. *Donohue v. AMN Services, LLC*, (2021) 11
9 Cal.5th 58.

10 23. For an attorney with 11-19 years experience, the matrix states a reasonable fee is between
11 \$1,019-\$829 per hour. I have over 14 years experience working on class action litigation and
12 only bills at the rate of \$700 per hour. However, for this case only, Mr. Yaeckel reduced his
13 rate to \$600 per hour.

14 24. For an attorney with **1-3** years experience, the matrix states a reasonable fee is between **\$508**
15 **-~~\$437~~** per hour. The associate Mr. Archer, who was working on this matter has over one year
16 experience and billed at the rate of **\$475** per hour. However, for this case only, Mr. Archer
17 reduced his rate to \$400 per hour.

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

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

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

26 **Plaintiff’s Request for Reimbursement of Costs**

27 28. The total costs expended by our office in this matter will be **\$13,873.39**. If you add this figure
28

1 to the costs submitted by Capstone Law APC (\$566.56), the total amount sought by all
2 Plaintiffs is **\$14,439.95**. The attached Cost Worksheet on behalf of Plaintiff Alegria and
3 Moreno was contemporaneously maintained and updated by my office. (See **Exhibit 2**). This
4 is a true and accurate summary of the costs incurred by Plaintiffs' counsel. The costs include,
5 filing and service fees (including the Complaint and all other pleadings), all e-file charges,
6 LWDA filing fees and attorney messenger fees; Mediation Fees; Deposition Fees, Legal
7 Research and Postage and Copying Costs. All costs were necessary to the continued
8 prosecution of this matter.

- 9 29. The parties' Agreement permits Plaintiffs (without Opposition) to seek up to **\$20,000.00** in
10 costs. Plaintiffs submits the request for the specific **\$14,439.95** amount set forth above.

11 **Class Representative Enhancement**

- 12 30. Plaintiffs Alegria and Moreno contributed extensive time and resources in the prosecution of
13 this case, as is detailed further in his declaration. Plaintiffs were able to provide information
14 instrumental to the prosecution of this matter including identifying numerous witnesses that
15 could corroborate the claims. Plaintiffs also assisted with reviewing and providing insight on
16 Defendant's documents produced. Plaintiffs brought to our attention numerous Labor Code
17 violations that formed the basis of the litigation.

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

- 21 32. An entire industry exists that allows employers to run extensive background searches on
22 potential employees. Companies who provide these services specifically highlight the fact that
23 their services allows employers to weed out litigious employment candidates. One such service
24 outlines ways that employers can "get a sense of whether a prospective employee is likely to
25 sue" the employer, through background checks and other means, to screen out these employees.
26 www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees. Onicra
27 Credit Rating Agency of India states: "Background screening has become a necessity in today's
28

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>.

33. 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.

34. Plaintiffs 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.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 21st day of September, 2026 at San Diego, California.

Eric Yaeckel

Eric K. Yaeckel

Exhibit 1

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
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			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)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 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 $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 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	\$42.51	
Superior Court San Bernardino	\$18.50	
First Legal Depositions	\$1,798.40	
Judicate West	\$5,950.00	
Court Call	\$72.00	
One Legal	\$2,065.42	
Knox	\$165.25	
Transportation	\$295.55	
Research	\$1,050.00	
Copies	\$865.55	
Subtotal	\$12,398.18	7/15/2025
Lexitas	\$1,401.65	7/15/2025
One Legal	\$23.63	7/24/2025
One Legal	\$23.63	10/7/2025
Superior Court San Bernardino	\$1.57	2/23/2026
One Legal	\$24.73	4/22/2026
2nd Sub total	\$13,873.39	4/29/2026