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Attorneys for Plaintiff LAURA BARRAGAN, in a Representative capacity only, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

LAURA BARRAGAN, in a Representative capacity only, and on behalf of other members of the general public similarly situated

Plaintiff

v.

HALL EQUITIES GROUP, a California Corporation; and DOES 1-10, inclusive

Defendants

CASE NO. C23-01379

**DECLARATION OF ERIC K. YAECKEL
IN SUPPORT OF PLAINTIFF'S MOTION
RE: UNOPPOSED PAGA APPROVAL**

Date: July 26, 2024

Time: 8:30 a.m.

Dept.: 18

Judge: Hon. Danielle K Douglas

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, and am
3 employed with the law firm of SULLIVAN & YAECKEL LAW GROUP, APC, attorneys of
4 record for LAURA BARRAGAN, in a Representative capacity only, and on behalf of other
5 members of the general public similarly situated in this matter.

6 2. I make this declaration in support of Plaintiff's Unopposed Motion Re: PAGA Settlement
7 Approval. I am personally familiar with the facts set forth in this declaration and, if called to
8 testify, could and would do so.

9 **Background and Settlement**

10 3. A true and correct copy of the parties "PAGA Settlement Agreement" is attached as **Exhibit**
11 **1**.

12 4. Prior to attending mediation, Defendant provide Plaintiff with informal discovery as to the
13 scope and size of the PAGA group, all relevant employment policies and handbooks, and a
14 large sampling of time and wage data for the putative aggrieved employees.

15 5. On December 6, 2024, the parties attended a full day mediation presided over by Jill Sperber,
16 Esq., the Parties reached a proposed settlement that includes a payment of penalties to the
17 LWDA. Negotiations over all final settlement terms continued for several months.

18 6. The Total Value of the proposed Settlement is **\$114,375.00**. The "Monetary Terms"" are found
19 in Exhibit 1 (paragraph 3). After deductions for contingent costs, there will be (\$15,418.09
20 dispersed between the aggrieved employees. The actual calculations will be based on pay
21 periods worked. If you divide the \$15,418.09 between all 55 employees it results in an average
22 recovery of \$280.33 per employee.

23 7. Based on the release, there are no restrictions for any of the **55** employees to file individual
24 actions, as the settlement agreement only covers PAGA claims.

25 **Experience of Counsel**

26 8. I am co-lead trial counsel. I have over 13 years of experience as a licensed California attorney
27 who is primarily engaged in prosecuting class and representative actions. I have spent my entire
28 practice engaged in prosecuting class and representative actions. I became a partner in our law

1 firm in 2020.

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

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

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

13 12. Our firm has the requisite experience knowledge of California law and the Federal Rules of
14 Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement in
15 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 13. Based on the above experience, it is this firm’s opinion that this settlement represents a fair and
21 adequate payment to the LWDA and aggrieved employees.

22 **The Lodestar Analysis**

23 14. Plaintiff seeks attorneys fees in the amount of one third of the total settlement amount, which
24 is \$38,125.00 For purposes of a lodestar cross-check the firms’ attorneys’ fees incurred (to
25 date) are estimated to amount to approximately **\$52,890.00**. The Attorney’s fees are broken
26 down as follows:

27 a. I served as lead investigator and co-trial counsel, per the specific request of Plaintiff.

28 My billing rate is **\$600.00** per hour. Over the course of the investigation (including

pre-filing), I have have currently expended approximately **66.8** hours in the service of this action. **66.8** hours times **\$600.00** equals **\$40,080.00**. The work includes nearly all preliminary investigation, and the majority of all client and aggrieved employee interaction/meetings. This also included a substantive review and analysis of documents. During this time, I also investigated Defendant, its business practices, and any variations in employee job duties and rates of pay. Aside from supervising the primary associates, my work also included attending hearings and most of the day to day communication with opposing counsel. I spent substantial time preparing for, and attending, the mediation, including preparing a detailed mediation brief and damage analysis. I also handled numerous exchanges between the mediator and Defense counsel to negotiate and finalize the settlement. I also assisted with the review and drafting of settlement documents and the approval motion.

- b. Mr. Ryan Kuhn also served as Associate Attorneys assigned to the case. The associates' billing rate on this matter is **\$420.00** per hour. The associates expended approximately **30.5** hours in the service of this action. **30.5** hours times **\$420.00** equals **\$12,810.00**. The work performed by the associates consisted of, for the most part, analysis of Defendants' documents and records, in preparation for mediation. The associates were also assigned to discovery creation/review, the preparation of "meet and confer" letters and some other contact with defense counsel..

The Reasonableness of Plaintiff's Hourly Rates

15. 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 2**.
16. The referenced "Laffey" chart states that for the time periods in this case, for an attorney with 11-19 years experience, the matrix states a reasonable fee is between \$829- \$878 per hour. I have over 12 years experience working on class action litigation and only bill at the rate of \$600 per hour.
17. For an attorney with 4-7 years experience, the matrix states a reasonable fee is between \$508 - \$538 per hour. The associate Mr. Kuhn, who was working on this matter has 4-7 years

experience and billed at the rate of \$420 per hour.

18. 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.

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

20. 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.

Costs of Litigation

21. Class Counsel's total costs expended in this matter will be \$11,827.63. This is less than the \$12,000 amount that Defendant agreed not to contest. The attached Cost Worksheet was contemporaneously maintained and updated by my office. (See **Exhibit 3**). 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.

Additional Factors Relevant to PAGA Approval

22. Plaintiff central allegations settled around the claim that she - and other employees - received "short," "late," or "missing" Meal Periods, including those documented within Defendant's Time Records. Plaintiff also challenged whether Defendant maintained lawful meal and rest periods. Plaintiff alleged she- and other employees -were not properly compensated due to Defendant's failure to maintain accurate time records. Finally, Plaintiff also challenged whether Defendant maintained lawful meal and rest period policies.

23. Plaintiff was claiming she was "mis-classified" as exempt. Substantial litigation would have occurred over that threshold issue, if not for the settlement.

24. Investigations completed by Plaintiff's counsel revealed that Defendant's timekeeping policies and employee records were not in compliance with California law. However, these

investigations also revealed that the “rate of violation” by Defendant was significantly less than 100%. On many of those occasions, it appears that Defendant did, in fact, comply with the law.

25. Based on the above, the maximum liability in a case of this type would be in the range of **\$200,000.00** to **\$250,000.00**. However, without revealing settlement protected communications, it was highly unlikely Plaintiff could ever recover anything approaching a maximum judgment.

26. Moreover, Plaintiff’s counsel is aware of the Court’s discretion to mitigate penalties pursuant to California Labor Code section 2699(e)(2). To confirm, Plaintiff’s counsel experienced the mitigation of “PAGA” penalties in *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504. In *Carrington*, Judge Bacal significantly mitigated PAGA penalties (\$5 per violation), due to the efforts made by the employer to comply with the law.

27. Plaintiff’s counsel agrees that penalties *should* be mitigated where violations are minimal (or rare), or where the employer makes significant efforts to comply with the Labor Code.

28. As the above factors exist in this case, it is the opinion of Plaintiff’s counsel that the settlement is fair, adequate, and reasonable. Specifically, Plaintiff’s counsel’s understanding is that Defendant has agreed to review its policies and practices, and amend them to the extent they do not comply with California law.

29. Plaintiff has uploaded this entire motion to the LWDA, concurrent with the filing. (See the concurrently submitted Proof of Service on the LWDA.) To date, Plaintiff has not received a response from the LWDA regarding the proposed settlement. If the LWDA contacts Plaintiff’s counsel at any time prior to the hearing, Plaintiff’s counsel will provide an updated declaration to the Court.

30. The parties proposed notice to accompany the settlement checks is attached as **Exhibit 4**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 24th day of June, 2024 at San Diego, California.


Eric K. Yaeckel

EXHIBIT 1

PAGA SETTLEMENT AGREEMENTⁱ

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Laura Barragan (“Plaintiff”) and defendant Hall Equities Group (“HEG”). The Agreement refers to Plaintiff and HEG collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against HEG captioned *Laura Barragan, in a Representative capacity only, and on behalf of other members of the general public similarly situated, v. Hall Equities Group* initiated on June 6, 2023 and pending in Superior Court of the State of California, County of Contra Costa, as case number C23-01379.
- 1.2 “Administrator” means Phoenix Class Action Administration Solutions, of which the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employees” means all individuals who are or were employed as alleged hourly, nonexempt employees by Defendant in California, at any time from April 2, 2022 to March 5, 2024.
- 1.5 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.6 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.7 “Court” means the Superior Court of California, County of Contra Costa.
- 1.8 “Defense Counsel” means O’Hagan Meyer, LLP.
- 1.9 “Effective Date” means the date by when both of the following have occurred: (a) service on Defendant of the Court Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

- 1.10 “Gross Settlement Amount” means \$114,375 which is the total amount HEG agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the Individual Payment to Plaintiff Barragan, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.11 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.13 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.14 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.15 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the Individual Payment to Plaintiff Barragan, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16 “PAGA Counsel” means Sullivan & Yaeckel Law Group APC, the attorneys representing the Plaintiff and Aggrieved Employees in the Action.
- 1.17 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees (\$38, 125.00) and expenses, respectively, incurred to prosecute the Action.
- 1.18 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for HEG for at least one day during the PAGA Period.
- 1.19 “PAGA Period” means the period from April 2, 2022 to March 5, 2024.
- 1.20 “PAGA” means the Labor Code Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.21 “PAGA Notice” means Plaintiff’s letter to Aggrieved Employees and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

- 1.22 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$15,375.00) and the 75% to LWDA (\$46,125.00) in settlement of PAGA claims.
- 1.23 “Plaintiff” means Laura Barragan the named plaintiff in the Action.
- 1.24 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25 “Released PAGA Claims” means the claims being released by the Plaintiff, the State of California, Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below.
- 1.26 “Released Parties” means Hall Equities Group, any potential “joint employer,” and any and all of Hall Equities Group’s affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, employees, or other person acting on Defendant’s behalf) predecessors, successors, and assigns.
- 1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28 Hall Equities Group (“HEG”) means named Defendant.

2. RECITALS.

- 2.1 On April 3, 2023, Plaintiff provided the PAGA Notice to the LWDA, outlining facts and theories of purported Labor Code violations and her intention to pursue PAGA Penalties against HEG, pursuant to Cal. Lab. Code § 2699.3(a).
- 2.2 The LWDA did not respond to Plaintiff’s PAGA Notice.
- 2.3 On June 6, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against HEG for violations pursuant to Labor Code section 2698, et seq.
- 2.4 HEG denies the allegations in the PAGA Notice, the Operative Complaint, or otherwise raised in this case. Further, HEG denies any failure to comply with the laws identified in the PAGA Notice, the Operative Complaint, or otherwise raised in this case. HEG further denies that the case is manageable, including as within the meaning of manageability set forth in *Estrada v. Royalty Carpet Mills, Inc.*, 15 Cal.5th 582 (2024). HEG denies any and all liability for the causes of action alleged.
- 2.5 On December 6, 2023, the Parties participated in an all-day mediation presided over by Jill Sperber, Esq. which led to this Agreement to settle the Action.
- 2.6 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of

any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, HEG promises to pay \$114,375.00 and no more as the Gross Settlement Amount. HEG has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to HEG.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.3%, which is currently estimated to be \$38,125.00, and PAGA Counsel Litigation Expenses Payment of not more than \$12,000.00. HEG will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds HEG harmless, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment to Phoenix Class Action Administration Solutions not to exceed \$2,750 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,750, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$61,500.00 to be paid from the Gross Settlement Amount, with 75% (\$46,125.00) allocated to the LWDA PAGA Payment and 25% (\$15,375.00) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties

by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, HEG estimates there are 55 Aggrieved Employees who worked a total 1,913 of PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 10 days of receipt of the necessary documents, HEG will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. HEG has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which HEG must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. HEG shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 15 business days after the service of entry of order approving PAGA settlement.

4.4 Payments from the Gross Settlement Amount. Within 14 days after HEG funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National

Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to The Alliance for Children's Rights in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate HEG to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Upon entry of the final court order in connection with approving the PAGA settlement, subject to the Court's continuing jurisdiction to monitor compliance with the full funding of the GSA, Plaintiff, the State of California, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release.

Plaintiff and his, her or their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all any and all claims for civil penalties pursuant to PAGA arising at any time during the PAGA period and alleged in the pleadings, alleged in the LWDA notice, prosecuted in this lawsuit, as well as claims for civil penalties arising at any time during the PAGA period that could have been alleged based on the facts alleged in the pleadings, stated in the LWDA notice, or raised in this case ("Plaintiff's Release").

5.2 Release by the State of California:

The State of California is deemed to waive and release any and all claims for civil penalties pursuant to PAGA arising at any time during the PAGA period and alleged in the pleadings, alleged in the LWDA notice, prosecuted in this lawsuit, as well as claims for civil penalties arising at any time during the PAGA period that could have been alleged based on the facts alleged in the pleadings, stated in the LWDA notice, or raised in this case.

5.3 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to waive and release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from any and all claims for civil penalties pursuant to PAGA arising at any time during the PAGA period and alleged in the pleadings, alleged in the LWDA notice, prosecuted in this lawsuit, as well as claims for civil penalties arising at any time during the PAGA period that could have been alleged based on the facts alleged in the pleadings, stated in the LWDA notice, or raised in this case.

5.4 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from any and all claims for civil penalties pursuant to PAGA arising at any time during the PAGA period and alleged in the pleadings, alleged in the LWDA notice, prosecuted in this lawsuit, as well as claims for civil penalties arising at any time during the PAGA period that could have been alleged based on the facts alleged in the pleadings, stated in the LWDA notice, or raised in this case.

5.5 Release of Fees, Costs, Indemnify, and Contribution

Except as provided for herein, Plaintiff, the Aggrieved Employees, the State of California, and PAGA Counsel waive any and all claims for fees, costs, indemnity or contribution against Defendant or its counsel. Any award of attorneys' fees and costs must be satisfied from the Gross Settlement Amount. Except as provided herein, each side shall bear its own attorneys' fees and costs.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for

filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty [30] days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administration Solutions (Phoenix) to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, HEG estimates that, as of the date of the Settlement, there are 55 Aggrieved Employees who worked 1,913 Pay Periods during the PAGA Period. If, as of the end date of the PAGA Period, March 5, 2024, the actual number of Aggrieved Employees or pay periods exceeds 10% (Ten Percent) of 1,913, the GFV shall increase proportionally by the greater increase of either Aggrieved Employees or pay periods above 10%. (I.e., for an increase of 11 % in Aggrieved Employees, Defendant shall add an extra 1 % to the Settlement Amount).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by HEG that any of the allegations in the Operative Complaint have merit or that HEG has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that HEG's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, HEG reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest HEG's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and HEG respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, HEG nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by HEG in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defense Counsel unless, prior to the Administrator's payment of all Settlement Funds, Defense Counsel makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Eric K. Yaeckel
SULLIVAN & YAECKEL LAW GROUP APC
2330 Third Avenue,
San Diego, CA 92101
(619) 702-6760

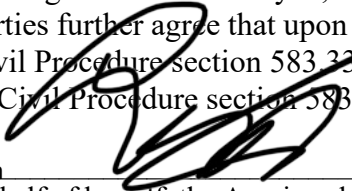
To Hall Equities Group:

Vincent R. Fisher
Trenten N. Bilodeaux
O'Hagan Meyer LLP
One Embarcadero Center Suite 2100
San Francisco, CA 94111
(628) 626-6901

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will

be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.



Laura Barragan
Plaintiff, on behalf of herself, the Aggrieved
Employees, and the State of California

Date:

5/8/24

Todd Torvinen, on Behalf of and an
Authorized Representative of Hall Equities
Group

Date:

SULLIVAN & YAECKEL LAW GROUP APC

O'HAGAN MEYER LLP



COUNSEL FOR PLAINTIFF

COUNSEL FOR HALL EQUITIES

DATE 5/8/24

DATE _____

be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Plaintiff, on behalf of herself, the Aggrieved
Employees, and the State of California

Date:



Todd Torvinen, on Behalf of and an
Authorized Representative of Hall Equities
Group

Date:

SULLIVAN & YAECKEL LAW GROUP APC

O'HAGAN MEYER LLP

COUNSEL FOR PLAINTIFF



COUNSEL FOR HALL EQUITIES

DATE _____

DATE _____

EXHIBIT 2

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 +
6/01/23- 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
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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 3

LWDA	\$75.00	
Postage	\$25.35	
One Legal	\$993.53	
Judicate West	\$9,375.00	
Knox	\$135.75	
Transportation	\$85.45	
Research	\$792.00	
Copies	\$345.55	
Subtotal	\$11,827.63	12/6/2023

2nd Sub total	\$11,827.63	
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EXHIBIT 4

NOTICE OF PAGA SETTLEMENT

Laura Barragan v. Hall Equities Group, et al.

(Superior Court of California for the County of Contra Costa, Case No. C23-01379)

Phoenix Class Action Administration Solutions

P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”) (“the Action”). The plaintiff is Laura Barragan, and the Defendant is Hall Equities Group, LLC (“Defendant”). The Action seeks civil penalties for purported violations of the California Labor Code on behalf of all individuals who worked for Defendant in California who were employed during the PAGA Period (“PAGA Group Employees”). The PAGA Period is April 2, 2022, through March 5, 2024.

It is important to note that Defendant denies all claims and allegations in the Action, denies that it owes any penalties, and asserts that it have fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of the PAGA claims. All aggrieved employees are deemed to waive and release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Defendant from any and all claims for civil penalties pursuant to PAGA arising at any time during the PAGA period and alleged pleadings, alleged in the LWDA notice, prosecuted in this lawsuit, as well as claims for civil penalties arising at any time during the PAGA period that could have been alleged based on the facts alleged in the pleadings, stated in the LWDA notice, or raised in this case. You will be bound by the release of PAGA claims even if you do not cash your settlement check.

The Settlement resolves all PAGA claims alleged in the Action, including but not limited to remedies available under Labor Code section 2699, for violations of the California Labor Code governing: meal and rest breaks, unpaid wages, minimum wage, overtime pay, wage statements, business expense reimbursement, and final pay. You will retain your right to bring claims against Defendant in your individual capacity.

By Order dated **Date of Court Approval**, the Superior Court approved the Settlement and the release of the Claims. According to the Defendant’s records, you are a PAGA Group Employee and therefore entitled to a share of the settlement based upon the Court approved allocation.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to the Settlement Administrator using the contact information at the top of this correspondence.