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Counsel for Plaintiffs SHEILA LOPEZ, GEORGINA BAUTISTA and FE ADRIANO,  
Individually, on behalf of the Proposed FLSA Collective and Class Action

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN DIEGO**

SHEILA LOPEZ, GEORGINA  
BAUTISTA, AND FE ADRIANO, ON  
BEHALF OF THEMSELVES AND ALL  
THOSE SIMILARLY SITUATED,

Plaintiffs,

v.

WILLISTON FINANCIAL GROUP, LLC, a  
Delaware Limited Liability Company; WFG  
NATIONAL TITLE INSURANCE  
COMPANY, a Florida Corporation; MY  
HOME, A WILLISTON FINANCIAL  
GROUP COMPANY, LLC, a Delaware  
Limited Liability Company; WFG  
NATIONAL TITLE COMPANY OF  
CALIFORNIA, a California Corporation;  
WFG NATIONAL TITLE COMPANY OF  
CLARK COUNTY WA, LLC, a business  
entity unknown; WFG NATIONAL TITLE  
COMPANY OF WASHINGTON, a business  
entity unknown; WFG NATIONAL TITLE  
COMPANY OF TEXAS, LLC, a business  
entity unknown; WFG LENDER SERVICES,  
LLC, a business entity unknown; and DOES  
1-10, inclusive

Defendants.

CASE NO. 24CU015835C

**DECLARATION OF ERIC K. YAECKEL  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR ATTORNEYS' FEES AND COSTS,  
AND ENHANCEMENT PAYMENT**

Date: May 2, 2025

Time: 10:15 a.m

Dept: C-66

Judge: Hon. Wendy M. Behan

Complaint Filed: October 8, 2024

Trial Date: Not Yet Set

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 SHEILA LOPEZ, in a  
4 Representative capacity only, and on behalf of other members of the general public similarly  
5 situated in the above-captioned matter. I make this declaration in support of Plaintiff's Motion  
6 for Attorneys' Fees and Costs, and Enhancement Award.
- 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 30  
11 years. He has approximately 29 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. Kuhn has over 6 years 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 settled in the high "seven figure" and "eight figure" range.
- 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 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 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 **The Contingent Nature of the Fee Agreement, and Inherent Risk Therein, Supports**  
23 **Awarding a Percentage of the Recovery**

- 24 10. My office was retained by Plaintiff on a contingency basis without any guarantee of recovery.  
25 A percentage fee of 35% (thirty-five percent) of any total recovery, was freely negotiated. As  
26 part of the agreement, Plaintiff’s Counsel was required to continue the prosecution of the  
27 matter regardless of the outcome of the preliminary motions (*i.e.*, arbitration, class  
28

certification, etc.). Based on my experience, I believe this is also an appropriate percentage when compared to privately-negotiated contingency fee arrangements, particularly in employment matters.

**Strengths of Plaintiffs' Case and The Amount Offered in Settlement**

11. My office has met and conferred with Defendant's counsel, and we agree the amounts payable to Plaintiffs and each Class and Collective 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 to this Court at the preliminary approval stage.

12. 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 \$1,000,000.00 settlement represents a fair and more than reasonable settlement for both the Class and Collective Members..

**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.

14. Moreover, Defendants would likely have argued that individualized differences between Class and Collective Members' different job titles and in their individual circumstances predominated over the common questions, and therefore should have defeated class and collective action certification.

15. While Plaintiffs believe they would have ultimately prevailed on the merits of the class and collective claims at trial and on appeal, they also recognize that they faced a significant risk of losing on each of the claims.

1 16. Even if Plaintiffs obtained certification of a class and/or FLSA collective, Plaintiffs still faced  
2 substantial risks on the merits of their claims. Defendants would likely have argued that many  
3 Class, Collective, and PAGA Group Members did not actually work much, if any, overtime,  
4 and that they actually paid Class, Collective, and PAGA Group Members for overtime hours  
5 that they reported. As for off-the-clock hours, Defendants would likely have argued that  
6 Defendants did not have actual or constructive notice of hours worked off-the-clock by Class,  
7 Collective, and PAGA Group Members and that it was therefore not liable for their  
8 off-the-clock damages. On the meal and rest break claims, Defendants would likely have  
9 argued that it provided Class, Collective, and PAGA Group Members with the opportunity to  
10 take duty-free meal and rest breaks, and therefore was not liable for meal or rest break  
11 penalties.

12 17. Finally, Plaintiffs faced risk in proving the extent of damages. Class, Collective, and PAGA  
13 Group Members generally do not have independent records of hours they worked off-the-clock,  
14 and therefore would have had challenges quantifying their damages on a class-wide or  
15 individual basis. Similarly, Class, Collective, and PAGA Group Members generally did not  
16 maintain records that would establish the frequency of alleged meal and rest break violations,  
17 making it difficult to quantify those damages on a class-wide or individual basis.

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

19 18. Since the tentative agreement, my office has had to devote considerable time to maintain the  
20 litigation, achieve Court approval for the proposed settlement, and assist the proposed Class  
21 Members with questions about the Class Notice, Potential Release and all available options.  
22 Based on my experience acting as class counsel, I also estimate at least another 10 hours by my  
23 office will be devoted to this case.

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

25 19. I, along with the other attorneys who assisted in the matter, was precluded from accepting other  
26 employment due to the necessity of maintaining the prosecution of the instant matter. In  
27 addition, Mr. Sullivan is the individual primarily responsible for bringing clients to the firm,  
28

and was precluded from doing so to the extent previously possible, due to the instant litigation.

**The Lodestar Analysis**

20. For purposes of a lodestar cross-check the S & Y's attorneys' fees incurred (to date) are estimated to amount to approximately **\$100,620.00**. The Attorney's fees are broken down as follows:

a. Mr. Sullivan served as lead investigator and trial counsel, per the specific request of Plaintiff. Over the course of the investigation (including pre-filing), Mr. William Sullivan has currently expended approximately **25.2** hours in the service of this action. **25.2** hours times **\$800.00** equals **\$20,160.00**. The work includes nearly all preliminary investigation and the majority of the client and Class interaction/meetings, and some supervision of the pre-settlement work, including the damages analysis. 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 **97.3** hours in the service of this action. **97.3** hours times **\$700.00** equals **\$68,110.00**. Aside from supervising the Associate Attorneys, this work includes attending hearings, drafting and reviewing correspondence and motions, participating in settlement discussions that ultimately spanned approximately one full year, and almost all of the day to day communication with opposing counsel and co-counsel. As part of those discussions I was required to review thousands of pages of documents produced that were directly applicable to Plaintiff's and the Class members' employment. .

c. Mr. Ryan Kuhn served as the primary Associate Attorney assigned to the case. The billing rate for Mr. Kuhn is **\$475.00** per hour. Mr. Kuhn expended approximately **26.0** hours in the service of this action. **26.0** hours times **\$475.00** equals **\$12,350.00**. The work performed consisted of, for the most part, analysis of Defendants' documents and

records, in preparation for settlement, drafting LWDA notice correspondence, and drafting the pleadings Mr. Kuhn was also assigned to informal discovery creation/review, assisting with all discovery responses, the preparation of “meet and confer” letters and some other contact with defense counsel.

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

#### **The Lodestar Multiplier**

22. My office submits based on our experience that the requested lodestar multiplier, is well within the range of what courts typically award in wage and hour class actions.

#### **The Reasonableness of Plaintiffs’ Hourly Rates**

23. I printed a copy of the Updated Laffey Matrix from the following website: [www.laffeymatrix.com](http://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 \$1,141–\$899 per hour. Mr. Sullivan has over 30 years of experience and bills at \$800 per hour. **Please Note:** 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 \$948- \$747 per hour. I have 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 \$581 - \$465 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.

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.

**Plaintiff's Request for Reimbursement of Costs**

30. The total costs expended by our office in this matter will be **\$3,368.13**. The attached Cost Worksheet on behalf of Plaintiff Lopez was contemporaneously maintained and updated by my office. (See **Exhibit 2**). This is a true and accurate summary of the costs advanced and incurred by Plaintiffs' 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; transportation fees for trips to Orange County to interview Plaintiff and other Class Members Legal Research and Postage and Copying Costs. All costs were necessary to the continued prosecution of this matter.

31. Finally, although Class Counsel's work is ongoing, Class Counsel will not seek reimbursement of additional expenses to be incurred preparing for the Final Approval hearing nor for

continuing to oversee the implementation of the settlement after Final Approval.

**Class Representative Enhancement**

32. The total amount of Enhancement Payments, \$15,000.00 (\$5,000.00 for each Named Plaintiff), is approximately 1.5% of the Gross Fund Value.
33. The requested enhancement payment is well within the range of what other courts have found to be reasonable, particularly in light of the fact that Named Plaintiffs have agreed to sign a general release, whereas each Class Member will only be releasing specific wage and hour claims.
34. 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.
35. 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](http://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>.
36. 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.
37. 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.

1 38. The Parties in this case reached the settlement before Named Plaintiffs were deposed, and  
2 before Defendants served any formal discovery requests. Nonetheless, Named Plaintiffs  
3 understood at the time that they chose to become Class Representatives that they would likely  
4 be required to sit for lengthy depositions, and to respond to written discovery, if the case  
5 progressed, and they were willing to do so.

6 39. Despite all the risks, Plaintiffs at all times remained committed to securing a monetary  
7 recovery on behalf of the entire class.  
8

9 I declare under penalty of perjury under the laws of the State of California that the foregoing  
10 is true and correct. Executed this 10th day of April, 2025 at San Diego, California.  
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13 \_\_\_\_\_  
14 ERIC K. YAECKEL  
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# **EXHIBIT 1**

# LAFFEY MATRIX

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

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

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

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

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

# **EXHIBIT 2**

|                   |            |          |
|-------------------|------------|----------|
| LWDA              | \$75.00    |          |
| Postage           | \$60.74    |          |
| One Legal         | \$2,029.39 |          |
| SD Superior Court | \$5.00     |          |
| Transportation    | \$155.45   |          |
| Research          | \$797.00   |          |
| Copies            | \$245.55   |          |
| Subtotal          | \$3,368.13 | 4/8/2025 |

|                      |                   |                 |
|----------------------|-------------------|-----------------|
| <b>2nd Sub total</b> | <b>\$3,368.13</b> | <b>4/7/2025</b> |
|----------------------|-------------------|-----------------|