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SULLIVAN & YAECKEL LAW GROUP, APC

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

VANESSA HERNANDEZ, LAVONTRA
BREAUX, NARON TRIPLETT, and
NATALIE FLORES Individually, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

vs.

PANDORA JEWELRY LLC, a Maryland
Limited Liability Company; PANDORA
VENTURES, LLC, a Maryland Limited
Liability Company; and DOES 1-10,
inclusive,

Defendants.

CASE NO. 24STCV04554

[Related Case Nos.: 23SMCV04825;
24SMCV00844; 24STCV04697; and
24STCV15396]

**DECLARATION OF ERIC K. YAECKEL
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 5, 2026

Time: 11:30 a.m.

Dept.: 12

Judge: Hon. Carolyn B. Kuhl

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 LAVONTRA BREAUX,
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 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. Mr. Cody D.
25 Archer has about 1 year of experience as an attorney who is primarily engaged in prosecuting
26 class and representative actions. He has been the "lead associate" on numerous class action
27 cases that have settled and received Court approval.
28

- 1 5. Our office are the attorneys of record in a matter very recently (and favorably) decided before
2 the California Supreme Court titled *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021).
3 The *Donohue* matter is a certified class and PAGA action.
- 4 6. Our office is lead counsel on approximately 30 employment “wage and hour” claims with class
5 action, or representative action, allegations. These cases are set within the California Superior
6 Court and Federal District Courts in California. Our office is currently lead counsel on claims
7 that have been certified by both Court Order and by stipulation of the parties. In the last three
8 years, Sullivan & Yaeckel Law Group has settled at least 15 employment “wage and hour”
9 claims on behalf of a Certified Class.
- 10 7. In the last seven years, Sullivan & Yaeckel Law Group has tried three “Wage and Hour”
11 Representative (PAGA). In a recent successful PAGA trial, tried before Judge Bacal of the San
12 Diego Superior Court, our office was awarded our full requested attorneys fees and was
13 approved at the requested hourly rates (which are similar to the fees/rates billed here). Please
14 See *Carrington v. Starbucks Corp.* San Diego Superior Court, Case No.
15 37-2014-00018637-CU-OE-CTL and published appellate opinion 30 Cal.App.5th 504.
- 16 8. Our firm has the requisite experience knowledge of California law and the Federal Rules of
17 Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement in
18 this matter to represent a fair, adequate and reasonable settlement that is well within the
19 accepted range of recoveries for similar wage and hour class actions. I also believe the
20 Agreement is in the best interests of the Settlement Class Members. I am also aware that
21 Defendants’ counsel (both the firm, and individual attorneys working on this case) have
22 extensive experience defending similar wage and hour class actions.
- 23 9. Both California and Federal Courts have repeatedly found the firm to be "Qualified Counsel"
24 in class action cases. Listed below is a partial sampling of the matters I have worked on, in
25 which this firm has been found to be Qualified to act as Class Counsel on a Class Action
26 matter either by stipulation of the parties, or by specific Court Order after a contested hearing:
27 - Aleksick v. 7-Eleven, et al.; Imperial County Superior Court Case #ECU03615;
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- Aleksick v. Tucker, et al.; Imperial County Superior Court Case #ECU03615 and U.S. District Court-Southern District-Case#08-CV-59;
- Aguirre v. CLK; Imperial County Superior Court Case # ECU000765;
- Ballesteros v. Sharp Hospital, et al.; San Diego Superior Court Case #37-2009-00090532-CU-OE-CTL;
- Bactoctoy v. Standard Parking Corporation; San Diego Superior Court Case #37-2013-00081800-CU-OE-CTL;
- Best v. Gap Inc.; Los Angeles County Superior Court Case # BC717340;
- Biag v. King George J&J Worldwide Services Joint Venture, LLC; San Diego Superior Court Case #37-2019-00008239-CU-OE-CTL;
- Burzynski v. Wawanesa General Insurance Company, et al; San Diego County Superior Court Case # 37-2011-00085450-CU-OE-CTL;
- Brandt v. Utopia Management Inc.; San Diego Superior Court Case #37-2012-00086208-CU-CO-CTL;
- Carlson v. Dynamic Claims, et al.; Orange Superior Court Case # 30-2008-00180032;
- Castillo v. Apple Core, et al.; Imperial County Superior Court Case # ECU05395;
- Castro v Plantronics; San Diego Superior Court Case #37-2015-00014970-CU-OE-CTL;
- Cendejas v. Guard Management Inc.; San Diego Superior Court Case #37-2011-000868690-CU-OE-CTL;
- Clark v. Ann Taylor; San Diego Superior Court Case #37-2019-00013185-CU-OE-CTL;
- Doyle v. Fireman's Fund Insurance Company, Marin County Superior Court, Case No. 1401441;
- Donohue v. AMN; San Diego Superior Court Case# 37-2015-00029010-CU-OE-CTL;
- Felarca v. IRAM, et al.; San Diego Superior Court Case #37-2008-00092465-CU-OE-CTL;

- Garcia v. DH Del Mar; San Diego Superior Court Case #37-2017-00002307-CU-OE-CTL;
- Gober v. Jamba Juice; San Diego Superior Court Case #37-2019-00044167-CU-OE-CTL;
- Gonzalez v. Century Painting; San Diego Superior Court Case #37-2016-00028356-CU-OE-CTL;
- Harris v. FP Stores, Inc.; Los Angeles Superior Court Case # BC 396571;
- Hernandez v. Spectrum; San Diego Superior Court Case #37-2018-00048710-CU-OE-CTL;
- Higgins v. Huntleigh USA, et al.; San Diego Superior Court Case #37-2008-00076708-CU-OE-CTL;
- Jack v. Hartford Fire Insurance Company; U.S. District Court-Southern District-Case # 09-cv-1683-MMA (JMA);
- Jones v. Jacob Healthcare, et al.; San Diego Superior Court Case #37-2007-00081375-CU-OE-CTL;
- Kitchen v. San Diego Blood Bank, et al.; San Diego Superior Court Case #37-2019-00001533-CU-OE-CTL;
- Larios v. General Coating Inc.; San Diego Superior Court Case #37-2010-00097512-CU-OE-CTL;
- Lemus v. Denny's Inc.; Southern District of California, Case No. 10-CV-2061;
- Mariscal v. Fuller; San Diego Superior Court Case # 37-2016-00033575-CU-OE-CTL;
- Morris v. Aaron Bros., et al.; San Diego Superior Court Case# GIC 857019;
- Ortiz v. Dunn; Riverside Superior Court Case # RIC 1827117;
- Ortiz v. CHC; San Diego Superior Court Case # 30-2017-00931909-CU-OE-CXC;
- Nieder v. Bridgepoint; San Diego Superior Court Case #37-2016-00034704-CU-OE-CTL;
- Patton v. Alvarado Hospital; San Diego Superior Court Case # 37-2011-00090769;

- Paguaga v. JRK; Sonoma County Superior Court Case SCV-265444;
- Ramirez v. Tom Gonzales; Orange County Superior Court Case #30-2017-00960135-CU-OE-CXC;
- Rasmussen v. Customized Service; San Diego Superior Court Case #37-2020-00008581-CU-OE-CTL;
- Sagaz v. North Island, et al.; San Diego Superior Court Case #37-2009-00099913-CU-OE-CTL;
- Santy v. Vons Federal Employee Credit Union; San Diego Superior Court Case #37-2011-00086134-CU-OE-CTL;
- Silva v. Banco Popular, et al.; U.S. District Court-Eastern Division-Case #CV08-06300-JFW (AGRx);
- Silva v. See's Candies, et al.; San Diego Superior Court Case #37-2009-00100692-CU-OE-CTL;
- Soto v. Rancho Valencia; San Diego Superior Court Case #37-2019-00017152-CU-OE-CTL;
- Stevens v. Bridgepoint Education Inc. et al; San Diego Superior Court Case #37-2011-00086135-CU-OE-CTL;
- Stramiello v. Athens Insurance Service, Inc., San Diego Superior Court Case #37-2019-00062872-CU-OE-CTL;
- Strickman v. Laidlaw Transit, et al.; San Diego Superior Court Case #37-2007-00075528-CU-OE-CTL;
- Tapia v. Southcoast Welding & Manufacturing, LLC; San Diego Superior Court Case #37-2019-00030405;
- Tapia v. Zales; Imperial County Superior Court Case # ECU000765;
- Toralba v. Rite Aid; San Diego Superior Court Case #37-2017-00041583-CU-OE-CTL;
- Vega v. Scoobeez; San Diego Superior Court Case #37-2017-00018285-CU-OE-CTL;
- Waters v. Advent, et al.; U.S. District Court-Southern District-Case #07CV2089 (BTM)

(LSP);

- Widzer v. Capella; Orange County Superior Court Case Orange County Case No. #30-2019-01056029-CU-OE-CXC; and
- Wells v. Washington Inventory Service, Inc.; San Diego Superior Court #37-2009-00096488-CU-OE-CTL.

10. Based on the above experience, it is this firm's opinion that this settlement represents a fair and adequate payment to the class.

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

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

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 \$2,850,000.00 settlement represents a fair and more than reasonable settlement.

13. Additionally, I submit that the payment of \$213,750.00 to the LWDA for the PAGA claims (75% share of \$285,000.00 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

14. If the litigation were to proceed in lieu of settlement, additional and substantial attorneys fees

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

7 **The Presence of a Governmental Actor**

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

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

13 **Awarding a Percentage of the Recovery**

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

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

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

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

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

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

- 5 19. This is not a “coupon” class action case. As is detailed in the Settlement Administrator’s
6 declaration, the Class is set to receive significant monetary benefits. They would not have
7 received these amounts if Class Counsel did not act.

8 **The Lodestar Analysis**

- 9 20. For purposes of a lodestar cross-check the S & Y’s attorneys’ fees incurred (to date) are
10 estimated to amount to approximately **\$154,812.50**. The Attorney’s fees are broken down as
11 follows:

- 12 a. Mr. Sullivan served as lead investigator and trial counsel, per the specific request of
13 Plaintiff Breaux. Over the course of the investigation (including pre-filing), Mr.
14 William Sullivan has currently expended approximately **45.5** hours in the service of
15 this action. **45.5** hours times **\$800.00** equals **\$36,400.00**. The work includes nearly all
16 preliminary investigation, the majority of the client and Class interaction/meetings.
17 This time also includes preliminary interviews with proposed Class Members. The
18 preliminary investigation included the review and analysis of several thousand
19 documents During this time, Mr. Sullivan also investigated Defendant, its business
20 practices, and any variations in Class Members’ job duties and rates of pay.
- 21 b. I was the partner primarily assigned to oversee the “day to day” activity of the primary
22 associates assigned to this case. My billing rate is \$700.00 per hour. I have currently
23 expended approximately **97.3** hours in the service of this action. **97.3** hours times
24 **\$700.00** equals **\$68,110**. Aside from supervising the Associate Attorneys, this work
25 includes attending hearings, drafting and reviewing correspondence and motions, and
26 much of the day to day communication with opposing counsel. I defended Plaintiff’s
27 deposition. Prior to the deposition session, Plaintiff and I were required to jointly
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1 review thousands of pages of documents produced that were directly applicable to
2 Plaintiff's employment. I also primarily handled the settlement preparation and
3 settlement discussions. After a full day of mediation at did not result in a settlement,
4 there were numerous exchanges between the mediator, Defense counsel, and co-
5 counsel to help negotiate and finalize the settlement.

6 c. Mr. Ryan Kuhn and Mr. Cody Archer served as the primary Associate Attorney
7 assigned to the case. The billing rate for Associates is **\$475.00** per hour. Mr. Kuhn and
8 Mr. Archer expended approximately **95.9** hours in the service of this action. **95.9** hours
9 times **\$475.00** equals **\$45,552.50**. The work performed consisted of, for the most part,
10 analysis of Defendants' documents and records, in preparation for mediation, and to
11 analyze liability and damages for purposes of trial. Hundreds of pages of documents
12 were produced over time throughout the litigation. Mr. Kuhn and Mr. Archer were also
13 assigned to discovery creation/review, assisting with all discovery responses, the
14 preparation of "meet and confer" letters and other contact with defense counsel. Mr.
15 Kuhn also provided a detailed analysis of all employment records to determine
16 "commonality" and damages in preparation for an eventual class certification motion
17 and for mediation.

18 d. Based on past experience, I estimate that Mr. Archer will incur an additional 10 hours
19 in assisting Class Members on questions and issues regarding the settlement, meeting
20 with Class Members (including on any late submissions), and preparing for and
21 attending the Final Approval hearing in this matter. 10 times \$475.00 equals **\$4,750.00**.

22 e. Plaintiff Breaux, and her counsel have agreed in writing to split any attorneys fees
23 awarded: 30% to Sullivan & Yaeckel Law Group, APC; 23.33% to Bibiyan Law
24 Group, P.C.; 23.33% to Bokhour Law Group and Falakassa Law, PC; and 23.33% to
25 Lawyers for Justice, P.C.. The proposed split if awarded the full amount of fees sought,
26 is set forth in the [Proposed] Final Approval Order.

27 f. The various Plaintiffs have entered into a joint prosecution agreement, which also
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discloses to the clients the fee sharing agreement. A true and correct copy is attached as **Exhibit 1**.

The Lodestar Multiplier

21. Given fees incurred here, in addition to the fees incurred by co-counsel, the lodestar totals **\$567,416.50**. (\$154,812.50 SYLG + \$151,214.00 Bibiyan Law Group + \$49,125.00 Bokhour Law Group + \$32,335.00 Falakassa Law + \$179,930.00 Lawyers for Justice, PC). Given the attorneys fees incurred – in the approximate amount of **\$567,416.50** – a multiplier of approximately **1.67** is necessary for the full award requested (and undisputed) by Plaintiff. Here, the multiplier requested is within the range of what California and federal courts often apply in class action cases. Moreover, the results obtained here, versus the risk of a zero recovery, given the numerous asserted defenses, support this modest multiplier request.

The Reasonableness of Plaintiffs' Hourly Rates

22. 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**. 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).
23. The referenced "Laffey" chart states that for the time periods in this case, for an attorney with "20+" years experience, such as Mr. Sullivan, the matrix states a reasonable fee is between \$1,227–\$919 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.

24. For an attorney with 11-19 years experience, the matrix states a reasonable fee is between \$1,019- \$764 per hour. I have over 14 years experience working on class action litigation and only bill at the rate of \$700 per hour.

25. For an attorney with 4-7 years experience, the matrix states a reasonable fee is between \$625 - \$538 per hour. The associate Mr. Kuhn, who was working on this matter has over six years experience and billed at the rate of \$475 per hour. For an attorney with **1-3** years experience, the matrix states a reasonable fee is between **\$508 - \$437** per hour. The associate Mr. Archer, who was working on this matter has about a year of experience and billed at the rate of **\$475** per hour.

26. 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.

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

28. 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

29. The total costs expended by our office in this matter will be **\$9,635.18**. If you add this figure to the costs submitted by Bibiyan Law Group, P.C. (\$8,863.59); Bokhour Law Group and Falakassa Law, PC (\$7,467.38); and Lawyers for Justice, P.C. (\$11,266.64), the total amount sought by all Plaintiffs is **\$37,232.79**. The attached Cost Worksheet on behalf of Plaintiff Breaux was contemporaneously maintained and updated by my office. (See **Exhibit 3**). This is a true and accurate summary of the costs 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; Mediation Fees; Legal Research and Postage

and Copying Costs. All costs were necessary to the continued prosecution of this matter.

30. The parties' Agreement permits Plaintiffs (without Opposition) to seek up to **\$75,000.00** in costs. Plaintiffs submits the request for the specific **\$37,232.79** amount set forth above.

Class Representative Enhancement

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

32. By "sticking their neck out" as a Class Representatives in a publicly filed lawsuit, Plaintiffs took a substantial risk that may adversely impact their ability to work in this field in the future.

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

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

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

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against their employer.

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

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

38. Plaintiff Breaux provided the Court with a declaration in support of the preliminary approval motion attesting to her work performed in support of this matter.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13th day of May, 2025 at San Diego, California.


Eric K. Yaeckel

Exhibit 1

ASSOCIATION OF COUNSEL AND JOINT PROSECUTION AGREEMENT

The undersigned parties and attorneys hereby agree that SULLIVAN & YAECKEL LAW GROUP, APC ("SYLG") effective on the date below, are associated with BIBIYAN LAW GROUP, P.C. ("BLGPC"); LAWYERS FOR JUSTICE, P.C. ("LFJ") and BOKHOUR LAW GROUP and FALAKASSA LAW, PC ("BLGFL"), as counsel for the Plaintiffs (hereinafter "Law Firms") for Labor Code and other violations against PANDORA JEWELRY LLC and PANDORA VENTURES, LLC., (together "Defendants"), and/or any other appropriate entities, prosecuted by the attorneys including: (1) *Naron Triplett v. Pandora Ventures, LLC, et al.* (Superior Court of the State of California, County of Los Angeles, Case No. 24STCV04697); (2) *Vanessa Hernandez v. Pandora Ventures, LLC, et al.* (Superior Court of the State of California, County of Los Angeles, Case No. 24STCV04554); (3) *Natalie Flores v. Pandora Ventures, LLC, et al.* (Superior Court of the State of California, County of Orange, Case No. 30-2024-01377405-CU-OE-CXC); and (4) *LaVontra Breaux v. Pandora Jewelry, LLC, et al.* (Superior Court of the State of California, County of Los Angeles, Case No. 23SMCV04825.)

Collectively SYLG, BLGPC, LJF and BLG are referred herein as "Law Firms," and the lawsuits filed by each firm against Defendants, and/or any other appropriate entities, are referred to herein as the "Actions." The Law Firms will jointly prosecute the Actions. Clients consent to this association of counsel and the fee agreement between the Law Firms as described below. The total attorneys' fees awarded or obtained shall be allocated between the Law Firms where SYLG's share will be 30% of the total attorneys' fees awarded, BLGFL's share will be 23.33% of the total attorneys' fees awarded, LFJ's share will be 23.33% of the total attorneys' fees, and BLG's share will be 23.33% of the total attorneys' fees awarded. All litigation costs will be reimbursed to the Law Firm that incurred those costs. The division of fees disclosed above by no means increases the amount of legal fees that the Clients will pay or has agreed to pay attorneys for services rendered on the Clients' behalf.

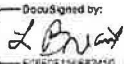
This consent by Clients will in no way affect the fee agreements between Clients and their counsel except as to the allocation of fees and costs between the Law Firms as set forth herein. Specifically, this agreement shall not increase the amount due from Clients for fees and costs. The Law Firms further agree that any fee payments made to other plaintiffs' counsel in any related actions as a result of the resolution of the Actions will be subtracted from the Law Firms' respective fees on a pro rata basis based upon the above referred fee split. ALL Law Firms must agree on the amount of fees, if any, to be paid to other plaintiffs' counsel, subject to the approval of the Clients.

SYLG, BLGPC, LJF and BLGFL shall maintain their own insurance policy to cover their own errors and/or omissions. This is an integrated agreement. This Agreement shall be interpreted under the laws of the State of California. The Parties agree that any action for alleged breach of this Agreement shall be brought in the Superior Court of Los Angeles. In the event of any dispute arising from this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

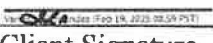
Accepted and agreed to as of this _____ day of _____ 2024.

Clients:

LaVontra Breaux

By:  _____
DocuSign by: ECDP OF 15682456
 Client Signature

Vanessa Hernandez

By:  _____
Ver: OK, 1/23/2025 10:22:02 PST
 Client Signature

Attorneys:

SULLIVAN & YAECKEL LAW GROUP, APC

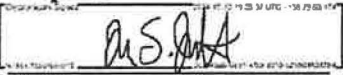
By:  _____
 ERIC K. YAECKEL

BIBIYAN LAW GROUP, P.C.

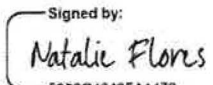
By:  _____
Doc: 4/10/2025 10:22:02 PST
 David Bibiyan

[further signatures on following page]

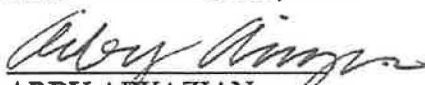
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Client Signature

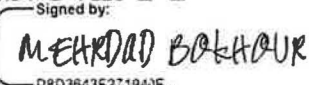
Natalie Flores

By: 
Client Signature

LAWYERS FOR JUSTICE, P.C.

By: 
ARBY AFWAZIAN

BOKHOUR LAW GROUP, P.C.

FALAKAS
By: 
MEHRDAD BOKHOUR
JOSHUA FALKASSA

Breaux Signatures- Hernandez v Pandora Ventures

Final Audit Report

2025-02-19

Created:	2025-02-13
By:	Nadia Rodriguez (nadia@tomorrowlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs1-470V80EGPVcN4i1OB25n8UdDg-453

"Breaux Signatures- Hernandez v Pandora Ventures" History

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JPA_Hernandez v Pandora

Final Audit Report

2025-02-20

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By:	Nadia Rodriguez (nadia@tomorrowlaw.com)
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Exhibit 2

LAFFEY MATRIX

History

Case Law

See the Matrix

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Home

			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 3

LWDA	\$75.00	
Postage	\$52.80	
One Legal	\$465.59	
Judicate West	\$375.00	
Knox	\$119.75	
Serratore Law Medation	\$3,500.00	
Transportation	\$505.65	
Research	\$952.00	
Copies	\$675.55	
Subtotal	\$6,721.34	4/1/2025
Berger Consulting	\$2,379.00	6/6/2025
Case Anywhere	\$49.00	6/2/2025
Case Anywhere	\$49.00	7/31/2025
One Legal	\$23.44	10/3/2025
One Legal	\$23.44	10/6/2025
Knox	\$165.95	10/16/2025
One Legal	\$45.12	10/30/2025
One Legal	\$17.50	11/26/2025
Knox	\$137.95	12/1/2025
One Legal	\$23.44	12/4/2025
Sub total	\$9,635.18	5/4/2026