

Eric K. Yaeckel [CSB No. 274608]
yaeckel@sullivanlawgroupapc.com
Ryan T. Kuhn [CSB No. 324538]
Ryan@sullivanlawgroupapc.com

SULLIVAN & YAECKEL LAW GROUP, APC

2330 Third Avenue
San Diego, California 92101
(619) 702-6760 * (619) 702-6761 FAX

Attorneys for Plaintiff YANETH GUZMAN, 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 RIVERSIDE

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

Plaintiff,

vs.

HADLEY DATE GARDENS, INC., a California
Corporation; HADLEY, INC., a California
Corporation; and DOES 1-10, inclusive,

Defendants

Case No. CVPS2404374

Assigned to the Hon. Harold W. Hopp

**DECLARATION OF ERIC K. YAECKEL
IN SUPPORT OF THE PARTIES' PAGA
SETTLEMENT**

Date: July 16, 2025

Time: 8:30 a.m.

Dept.: 1

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

- 2 1. I am an attorney licensed to practice law before this Court and am employed with the law firm
3 of Sullivan & Yaeckel Law Group, APC, attorneys of record for Plaintiff YANETH
4 GUZMAN, in a Representative capacity only, and on behalf of other members of the general
5 public similarly situated in this matter.
- 6 2. I make this declaration in support of Plaintiff's Motion for Court Approval of the Parties'
7 PAGA Settlement. I am personally familiar with the facts set forth in this declaration and I
8 make this declaration based on my personal knowledge. If called to testify, I could and would
9 do so competently.
- 10 3. Attached hereto as **Exhibit 1** is a true and correct copy of the Parties' PAGA Settlement
11 Agreement.

12 **Brief Overview of the Litigation**

- 13 4. Defendant is a California corporation headquartered in La Quinta, California. Defendant is a
14 grower and packer of California dates. Plaintiff worked for Defendant as a non-exempt
15 employee from approximately October 13, 2023 through January 29, 2024.
- 16 5. Plaintiff filed this action against Defendant on July 12, 2024 in the California Superior Court,
17 County of Riverside. The Complaint seeks civil penalties under the PAGA for violations of the
18 following Labor Code sections: (1) Sections 1198 and 512 for Defendant's alleged violation
19 of establishing workings conditions below the standard of the applicable Wage Order and
20 alleged violation of meal and rest periods; (2) Section 1197 for Defendant's alleged failure to
21 pay for any work time in violation of minimum wage laws; (3) Section 510 for Defendant's
22 alleged failure to provide Aggrieved Employees with full and accurate compensation, including
23 overtime compensation; (4) Section 226(a) for Defendant's alleged failure to provide accurate
24 and complete wage statements to Aggrieved Employees; (5) Section 2802 for Defendant's
25 alleged failure to reimburse Aggrieved Employees for all business expenses necessarily
26 incurred; and (6) Sections 201, 202, 203 for Defendant's alleged failure to pay all earned wages
27 upon termination and Sections 226.7, 510, 512, and 2802 for Defendant's alleged failure to
28 provide accurate and complete compensation to Aggrieved Employees.

///

Investigation Into the Factual and Legal Issues Implicated by Plaintiff's Claims

6. The Parties' settlement is the product of a thorough investigation into the factual and legal issues implicated by Plaintiff's claims and Defendant's defenses. For example, prior to filing the action, Plaintiff contacted Plaintiff's Counsel to discuss the factual bases for pursuing their action against Defendant for Labor Code violations. Plaintiff was intimately familiar with Defendant's labor policies and practices, and over the course of multiple interviews, knowledgeably summarized those policies and practices to Plaintiff's Counsel. During those conversations, they explained how the policies and practices were instituted and provided valuable insight into how they gave rise to the alleged Labor Code violations. Based on these interviews with Plaintiff, Plaintiff's Counsel determined that there were legally sufficient grounds for pursuing an action against Defendant.
7. Plaintiff's Counsel also prepared detailed letters to notify the LWDA of Plaintiff's intent to seek civil penalties recoverable under PAGA for Labor Code violations. Significant research and effort were expended to prepare PAGA notices that was consistent with the developing legal requirements so as to withstand any challenge from Defendant regarding the notice's sufficiency. And in preparation for drafting the Complaints, Plaintiff's Counsel conducted their own preliminary investigation into the factual bases for Plaintiff's claims, which entailed, *inter alia*, a careful examination of Plaintiffs' personnel files and associated records.
8. Following the filing of the actions, and in response to Plaintiff's formal and then informal discovery requests, Plaintiff's Counsel received a considerable amount of documents and data, including employee demographic data, a sample of time and pay records, and Defendant's policies and procedures manuals which covered a broad range of topics including, *inter alia*, employee clock-in policies and procedures, meal periods/rest periods, overtime & premium pay, etc. The document and data exchanges allowed Plaintiff's Counsel to fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery, and ultimately enabled Plaintiff's Counsel to make an independent assessment of the reasonableness of the settlement's terms.
9. In summary, Plaintiff's Counsel performed a thorough investigation into the claims at issue, which included: (1) determining Plaintiff's suitability as private attorneys general through

1 interviews, background investigations, and analyses of their employment files and related
2 records; (2) evaluating all of Plaintiff's potential representative claims; (3) researching similar
3 wage and hour actions as to the claims brought, the nature of the positions, and the type of
4 employer; (4) analyzing a sample of employees' time and wage records; (5) reviewing
5 Defendant's employment policies and practices; (6) researching settlements in similar cases;
6 (7) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of settlement;
7 (8) drafting a mediation brief; and (9) then engaging in back and forth direct negotiations that
8 led to settlement before the scheduled mediation took place.

- 9 10. By engaging in such a thorough investigation and evaluation of Plaintiff's claims, Plaintiff's
10 Counsel can opine that the Settlement, for the consideration and on the terms set forth in the
11 Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Aggrieved
12 Employees in light of all known facts and circumstances, including the risk of significant delay
13 and uncertainty associated with litigation, and various defenses asserted by Defendant.

14 **The Parties Settled After Direct Negotiation**

- 15 11. Following the above investigation and evaluation of their respective claims and defenses, the
16 Parties set up a mediation. However, prior to mediation, the parties engaged in direct
17 negotiations. The terms of the settlement are now set forth in complete and final form in the
18 PAGA Settlement Agreement. At all times, the Parties' negotiations were adversarial and non-
19 collusive. The Settlement therefore constitutes a fair, adequate, and reasonable compromise
20 of the claims at issue.

21 **Nature of the Alleged Violations**

- 22 12. Plaintiff alleges that Defendant systematically failed to provide legally compliant meal periods
23 to non-exempt employees during the Settlement Period, through understaffing, not providing
24 proper break coverage, and requiring certain employees to work through their meal periods
25 while off-the-clock. Defendant allegedly knew, or should have known, that as a result of its
26 policies, Plaintiff and other Aggrieved Employees were required to perform some of their
27 assigned duties during meal periods and that Defendant did not pay meal period premium
28 wages when meal periods were interrupted, taken late, or not taken. Furthermore, this alleged
systematic failure extended to rest periods as well, requiring employees to work during rest

1 periods and pressuring employees to either skip, or cut short, rest periods based on work
2 volume and coverage issues.

3 13. Plaintiff alleges that Defendant failed to pay minimum wages to employees for all time spent
4 under Defendant's control. This allegation is based on the following alleged facts: Defendant
5 failed to maintain accurate Time Records to the detriment of the employees. More specifically,
6 although Defendants would receive "to-the-minute" start and end times, Defendants would
7 thereafter alter - deduct time from - the Time Record, prior to payment of compensation to the
8 employees.

9 14. Plaintiff alleges that Defendant failed to pay Plaintiff and all other Aggrieved Employees all
10 compensation, including overtime compensation, due in violation of, among other statutes,
11 Labor Code section 510. These violations occurred due to Defendants' illegal policies,
12 referenced above, whereby employees experienced monetary under-compensation. The
13 systematic failure to provide proper overtime compensation is a violation of California law.
14 Additionally, Defendants also failed to provide the actual Overtime Rate of Pay by ignoring
15 certain compensation when calculating the Regular Rate of Pay including, but not limited to,
16 various forms of bonus and/or incentive pay, and the value of employee benefits and employee
17 discounts, in violation of Labor Code section 510.

18 15. Plaintiff alleges that Defendants failed to provide Plaintiff and all other Aggrieved Employees
19 with accurate itemized wage statements in violation of, among other statutes, Labor Code
20 section 226. These violations include, but are not limited to, Defendants' failure to accurately
21 identify all applicable regular and overtime (including double-time) rates of pay in violation
22 of section 226(a)(9), and providing inaccurate representations of both "gross" and "net
23 wages." Defendants also failed to accurately list "all applicable hourly rates in effect during the
24 pay period and the corresponding number of hours worked at each hourly rate," in violation
25 of 226(a)(9). Defendants also failed to provide an accurate showing of the "total hours
26 worked," in violation of Labor Code section 226(a)(2). For example, Defendants had notice
27 of employees working outside of their scheduled and/or reported hours, as well as within Meal
28 and Rest Periods, but did not provide compensation.

- 1 16. California Labor Code section 2802 provides that an employer must reimburse employees for
2 all necessary expenditures and losses incurred by the employee in the performance of his or her
3 job. The purpose of Labor Code section 2802 is to prevent employers from passing off their
4 cost of doing business and operating expenses on to their employees. Plaintiff alleges that
5 Defendant failed to reimburse their employees for all necessary business expenditures incurred
6 in direct consequence of the discharge of their duties. These expenditures are the result of, *inter*
7 *alia*, Defendants' standard policies which requires its employees to incur mileage and to use
8 their own cell phones for work-related purposes, without reimbursement.
- 9 17. Plaintiff alleges that Defendants failed to provide Plaintiff and other Aggrieved Employees
10 with all wages earned and unpaid at termination in violation of, among other statutes, Labor
11 Code sections 201 through 203. These violations resulted from, among other unlawful actions,
12 Defendants' willful failure to provide accurate and complete compensation to aggrieved
13 employees under Labor Code sections 226, 7, 510, 512, 1197, and 2802, as set forth above.
- 14 18. Given the above authorities, Plaintiff conservatively estimated Defendant's exposure by
15 assessing \$100 penalties for all pay periods worked during the Settlement Period. Accordingly,
16 the total amount of penalties for which Defendant is potentially liable if Plaintiffs' allegations
17 were all proven as to all alleged Labor Code violations is as follows:
- 18 - **Meal Period and Rest Period Violations:** Plaintiff alleges that all pay periods had
19 either meal period or rest period violations. Defendant's exposure for PAGA penalties
20 would therefore be \$410,000= 4,100 Pay Periods x \$100 penalties.
 - 21 - **Minimum Wage Violations:** Plaintiff alleges that all pay periods had minimum wage
22 violations. Defendant's exposure for PAGA penalties would therefore be \$410,000= 4,100 Pay
23 Periods x \$100 penalties.
 - 24 - **Overtime Violations:** Plaintiff alleges that all pay periods had overtime violations. Defendant's
25 exposure for PAGA penalties would therefore be \$410,000= 4,100 Pay Periods x \$100
26 penalties.
 - 27 - **Wage Statement Violations:** Plaintiff alleges that Defendant issued Aggrieved
28 Employees non-compliant wage statements during every pay period. Defendant's

1 exposure for PAGA penalties would therefore be $\$410,000 = 4,100 \text{ Pay Periods} \times \100
2 penalties.

- 3 - **Business Expense Reimbursement Violations:** Plaintiff alleged that Aggrieved Employees
4 had unreimbursed business expenses for Defendants' standard policies which required its
5 employees to incur mileage and to use their own cell phones for work-related purposes without
6 reimbursement. Defendant's maximum potential exposure for PAGA penalties would be
7 $\$410,000 = 4,100 \text{ Pay Periods} \times \100 penalties.
8
9 - **Pay Wages Upon Separation/Termination Violations:** Plaintiff alleges that
10 Defendant is liable for penalties in connection with its failure to pay all wages upon
11 separation/termination. Defendant's exposure for PAGA penalties would therefore be
12 $\$3,000 = 30 \text{ Former Aggrieved Employees} \times \100 penalties.

13 In summary, the total amount of penalties for which Defendant is potentially liable if Plaintiff's
14 allegations were all proven at trial is approximately \$2.053 million.

15 **Defendant's Potential Liability at Trial**

- 16 19. As discussed above, Plaintiff estimated Defendant's *potential* exposure for PAGA civil
17 penalties at approximately \$2.053 million. However, Plaintiff estimated that their odds of
18 prevailing at trial on all of the alleged Labor Code violations at 15%. Discounting by the risks
19 of continued litigation, therefore, Plaintiff would have recovered only approximately \$307,950
20 in penalties.
21 20. Plaintiff's counsel is aware of the Court's discretion to mitigate penalties pursuant to
22 California Labor Code section 2699(e)(2). To confirm, Plaintiff's counsel experienced the
23 mitigation of "PAGA" penalties in *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504.
24 In *Carrington*, Judge Bacal significantly mitigated PAGA penalties (\$5 per violation), due to
25 the efforts made by the employer to comply with the law. Moreover, most trial Courts,
26 including the Trial Court in the *Carrington* matter, have declined to "stack" PAGA penalties.
27 "Stacking" refers to imposing multiple penalties for one alleged "harm." *E.g.* one single late
28 meal period could arguably violate at least four Labor Code provisions that allow for a penalty
pursuant to PAGA.

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

3 22. Based on all factors in this case and the experience of counsel it is the opinion of Plaintiff's
4 counsel that the settlement is fair, adequate, and reasonable.

5 **Experience of Counsel**

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

16 24. I am co-lead trial counsel. I have over 14 years of experience as a licensed California attorney
17 who is primarily engaged in prosecuting class and representative actions. I have spent my entire
18 practice engaged in prosecuting class and representative actions. I became a partner in our law
19 firm in 2020.

20 25. Mr. Kuhn has over 6 years of experience as an attorney and has spent his entire practice
21 engaged in prosecuting class and representative actions.

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

25 27. Our office is lead counsel on at least 40 employment "wage and hour" claims with class action,
26 or representative action, allegations. These cases are set within the California Superior Court
27 and Federal District Courts in California. Our office is currently lead counsel on claims that
28 have been certified by both Court Order and by stipulation of the parties. In the last three years,

1 Sullivan & Yaeckel Law Group has settled at least 15 employment “wage and hour” claims on
2 behalf of a Certified Class.

3 28. Our firm has the requisite experience knowledge of California law and the Federal Rules of
4 Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement in
5 this matter to represent a fair, adequate and reasonable settlement that is well within the
6 accepted range of recoveries for similar wage and hour class actions. I also believe the
7 Agreement is in the best interests of the Settlement Class Members. I am also aware that
8 Defendants’ counsel (both the firm, and individual attorneys working on this case) have
9 extensive experience defending similar wage and hour class actions.

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

12 30. Based on the above experience, it is this firm’s opinion that this settlement represents a fair and
13 adequate payment to the LWDA and aggrieved employees.

14 **The Lodestar Analysis**

15 31. Plaintiff seeks attorneys fees in the amount of one third of the total settlement amount, which
16 is **\$33,333.33**.. For purposes of a lodestar cross-check the firms’ attorneys’ fees incurred (to
17 date) are estimated to amount to approximately **\$41,6878.25**. The Attorney’s fees are broken
18 down as follows:

19 a. I (Eric Yaeckel) served as lead investigator and trial counsel in this matter. Over the
20 course of the investigation (including pre-filing), I expended approximately **41.3** hours
21 in the service of this action. **41.3** hours times **\$600.00** equals **\$24,780.00**. During this
22 time, I investigated Defendants, and their business practices, and any variations in
23 Class Members’ job duties and rates of pay. Additionally, I primarily oversaw the “day
24 to day” activity of this case. This work includes attending hearings (or assisting in the
25 preparation thereof), overseeing communication with opposing counsel, and overseeing
26 the preparation and drafting of pleadings and discovery. I also performed an analysis
27 of Defendants’ documents and records, in preparation for mediation. I also primarily
28 handled the numerous exchanges between Defense counsel to negotiate and finalize the

1 settlement in lieu of mediation, which was a several week process. I also undertook the
2 review and drafting of all settlement documents and the *Ex Parte* application for
3 PAGA Approval. I was also responsible for the majority of client contact throughout
4 the case. This time also includes preparing for (and attending) multiple hearings, as
5 well as a full day mediation.
6

- 7 32. As set forth in the Declaration of Raul Perez, Capstone also expended a total of **29.6** hours on
8 this matter, for a total of **\$16, 907.25**.

9 **The Lodestar Multiplier**

- 10 33. Based upon this firm's (and Capstone's) experience, Plaintiff submits that both the net
11 recovery per employee for this case is well above the "averages" observed in other PAGA
12 settlements.

- 13 34. Given fees incurred—in the approximate amount of **\$41,687.25**, no lodestar multiplier is
14 necessary.

15 **The Reasonableness of Plaintiffs' Hourly Rates**

- 16 35. I printed a copy of the Updated Laffey Matrix from the following website:
17 www.laffeymatrix.com. A true and correct copy is attached as **Exhibit 2**. While not binding,
18 a trial court has discretion to use the Laffey Matrix when it comes to establishing attorneys'
19 reasonable hourly rates in California State Courts. *See e.g. Syers Properties III, Inc. v. Rankin*,
20 236 Cal.App.4th 691, 702 (2014).

- 21 36. For an attorney with 11-19 years experience, the matrix states a reasonable fee is between
22 \$948- \$747 per hour. I have over 14 years experience working on class action litigation and
23 only bill at the rate of \$700 per hour.

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

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

- 27 39. In a recent successful PAGA trial, tried before in the San Diego Superior Court, our office was
28 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.

Litigation Costs

40. Plaintiff's Counsel (Sullivan & Yaeckel Law Group, APC) expended **\$2,043.17** in litigation costs over the course of this matter. These costs are broken down as requested by the Court in **Exhibit 3** attached hereto. For ease of review, Plaintiff's Counsel provides the itemized costs below:

- a. Filing and appearance fees (including the Complaint, numerous motions, and all other pleadings, all e-file charges, court calls, court reporting services, LWDA filing fees and attorney messenger (service and delivery fees) totaled \$848.12.
- b. Mediation fees (due to cancellation of mediation) totaled \$425.00.
- c. My office has expended approximately \$595.00 in legal research fees in connection with this case.
- d. I approximate my office has expended \$100.49 in copies and postage fees in this matter.
- e. My office has expended approximately \$74.56 in travel fees including meals while traveling, mileage, and parking fees in connection with this case.

41. As set forth in the Declaration of Raul Perez, Capstone incurred a total of \$53.86 in litigation costs.

42. In total, Plaintiff's Counsel expended **\$2097.03** in litigation costs.

43. The parties' Agreement permits Plaintiff (without Opposition) to seek up to \$4,000.00 in costs. Plaintiff submits his request for the specific **\$2097.03** amount based on the above.

Individual Claims

44. There is no individual settlement agreement separate from the parties PAGA Settlement Agreement that is being presented to this Court and attached as **Exhibit 1**.

///

///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

46. Attached hereto as **Exhibit 4** is a true and correct copy of the Fee Splitting Agreement that was provided to and signed by the client.

47. Multiple bids were sought in connection with this matter. Specifically, Plaintiff sought bids from CAC Services Group, LLC and ILYM Group, Inc. Attached hereto as **Exhibit 5** are true and correct copies of the bids obtained by Plaintiff's Counsel.

Additional Factors Relevant to PAGA Approval

50. The parties proposed notice to accompany the settlement checks is attached as an Exhibit to the Settlement Agreement (**Exhibit 6**).

Eric Gasckel

11

Exhibit 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

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

Plaintiff,

v.

HADLEY DATE GARDENS, INC.,
a California Corporation; HADLEY, INC., a
California Corporation, and DOES 1-10,
inclusive,

Defendants.

Case No. CVPS2404374

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Riverside ("Court"), Plaintiff Yaneth Guzman ("Plaintiff") and Defendant Hadley Date Gardens, Inc. ("Defendant") (collectively with Plaintiff, the "Parties") hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") of Plaintiff's claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means *Guzman v. Hadley Date Gardens, Inc.*, No. CVPS2404374 (Riverside County Superior Court).
2. "Aggrieved Employees" means all persons who worked for Defendant as non-exempt, hourly employees in the State of California at any time during the Settlement Period.
3. "Court" means the Superior Court for the State of California, County of Riverside.
4. "Gross Settlement Amount" means the settlement amount of One Hundred Thousand Dollars (\$100,000) to be paid by Defendant in full satisfaction of all Settled Claims arising from the Action.
5. "LWDA" means the California Labor and Workforce Development Agency.
6. "PAGA Penalties Fund" means the Gross Settlement Amount less the Attorneys' Fees and Costs, Service Award, and Settlement Administrator Costs.
7. "Plaintiff's Counsel" means Sullivan & Yaeckel Law Group, APC and Capstone Law APC.
8. "Released Parties" means Defendant and its officers, directors, agents, and employees and agents.
9. "Service Award" means the amount to be paid to Plaintiff as payment for her service on behalf of the LWDA and Aggrieved Employees, and for a general release of all claims arising out of her employment with Defendant.
10. "Settled Claims" means all claims for PAGA civil penalties that could have been sought

1 by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA and
2 Complaint filed in the Action, including PAGA civil penalties for minimum wage and overtime
3 violations, failure to provide compliant meal periods, failure to provide compliant rest periods, wage
4 statement violations, failure to provide compliant expense reimbursement payments, and willful failure
5 to provide all compensation to ex-employees.

6 11. "Settlement Period" means the period from May 8, 2023 through February 1, 2025.

7 **TERMS**

8 12. Gross Settlement Amount. In consideration for Plaintiff's promises and representations
9 described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met,
10 Defendant will pay One Hundred Thousand Dollars (\$100,000) ("Gross Settlement Amount") to settle
11 the Action. The Gross Settlement Amount includes Plaintiff's attorneys' fees, litigation costs and
12 expenses, consideration for Plaintiff's service on behalf of the LWDA and Aggrieved Employees,
13 Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share
14 of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert
15 to, Defendant.

16 13. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees
17 and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor
18 Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the
19 Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the
20 PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be
21 paid to all Aggrieved Employees according to the following formula:

22 13(a) Defendant will calculate: (i) the total number of pay periods worked by each
23 Aggrieved Employee during the Settlement Period, and (ii) the total number
24 of pay periods worked by all Aggrieved Employees during the Settlement
25 Period.

26 13(b) To determine each Aggrieved Employee's payment from the PAGA
27 Penalties Fund, Defendant will use the following formula: Settlement
28 Payment = 25% of PAGA Penalties Fund × [Pay Periods Worked by

Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

13(c) Defendant estimates that Aggrieved Employees worked a combined total of approximately Four Thousand One Hundred (4,100) Pay Periods during the Settlement Period. If the actual number of Pay Periods worked by Aggrieved Employees during the Settlement Period is greater than Ten Percent (10%) of this estimate, then Defendant must either (a) increase the Gross Settlement Amount on a proportional basis above Ten Percent (10%) (for example, if there is an Eleven Percent (11%) increase in the number of Pay Periods worked during the Settlement Period, then Defendant would increase the Gross Settlement Amount by One Percent (1%)) or (b) elect to cut off the Settlement Period as of the date the Pay Periods reach 10% above 4,100 Pay Periods.

14. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more than Thirty Three Thousand Three Hundred Thirty Three Dollars (\$33,333), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Four Thousand Dollars (\$4,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Penalties Fund.

15. Service Award. For a general release of all claims Plaintiff may have against Defendant arising out of her employment, and for her service on behalf of the LWDA and Aggrieved Employees, Defendant agrees not to oppose or impede any application or motion by Plaintiff for a service award of up to Ten Thousand Dollars (\$10,000) ("Service Award"). Upon receipt of the Service Award, Plaintiff will be deemed to have fully released and discharged Defendant from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendant arising out of, or relating to, Plaintiff's employment with Defendant or

1 termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation,
2 defamation, discrimination, harassment or wrongful termination of employment. This release specifically
3 includes any and all claims, demands, obligations and/or causes of action for damages, restitution,
4 penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any
5 way connected with the matters referred to herein, whether or not known or suspected to exist, and
6 whether or not specifically or particularly described herein. Specifically, Plaintiff will be deemed to have
7 waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

8 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
9 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
10 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
11 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**
12 **HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

13 16. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force
14 and effect even if the full amount of Service Award sought by Plaintiff is not ultimately awarded by the
15 Court.

16 17. Settlement Administration Costs. The Parties will retain _ as the third-party settlement
17 administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for
18 establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to
19 Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement Administration
20 Costs will be paid from the Gross Settlement Amount. Based on the estimate that there are
21 approximately 115 Aggrieved Employees, Settlement Administration Costs are estimated at Three
22 Thousand Two Hundred dollars (\$3,200.00).

23 18. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties
24 will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the
25 Court issue an order and judgment approving and incorporating by reference the terms and conditions of
26 the Settlement Agreement (the "Order and Judgment").

27 19. List of Aggrieved Employees. Within fourteen (14) calendar days after entry of the
28 Order and Judgment, Defendant will provide the Settlement Administrator a complete list of all

Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

20. Funding of the Settlement. Within seven (7) calendar days after entry of the Order and Judgment, Defendant will deposit the Gross Settlement Amount into the QSF to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; (d) Plaintiff's Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

21. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employees.. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

22. Settled Claims. Upon entry of the Order and Judgment, Plaintiff and the LWDA will be forever barred from pursuing against Defendant and the Released Parties any and all Settled Claims

1 during the Settlement Period. Other than for herself, Plaintiff does not release any Aggrieved
2 Employee's claims for wages or damages.

3 23. No Right to Exclusion or Objections by Representative Action Members. Because this
4 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a
5 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
6 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
7 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
8 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties
9 also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

10 24. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
11 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
12 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
13 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
14 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
15 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

16 25. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
17 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
18 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
19 action or right herein released and discharged.

20 26. Nullification of Settlement Agreement. In the event that: (a) the Court does not approve
21 the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then
22 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
23 and the Parties will be returned to their original respective positions.

24 27. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
25 will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement
26 of the terms of the Settlement, (b) settlement administration matters, and (c) such post-Judgment matters
27 as may be appropriate under court rules or as set forth in this Settlement.

28 28. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'

1 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
2 on the Parties.

3 29. Amendment or Modification. This Settlement Agreement may be amended or modified
4 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
5 Parties, and approved by the Court.

6 30. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
8 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
9 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
10 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
11 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
12 reach agreement on the form or content of any document needed to implement the Settlement, or on any
13 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
14 may seek the assistance of the Court to resolve such disagreement.

15 31. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
16 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

17 32. California Law Governs. All terms of this Settlement Agreement will be governed by
18 and interpreted according to the laws of the State of California.

19 33. Execution and Counterparts. This Settlement Agreement is subject only to the execution
20 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
21 executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and
22 scanned copies of the signature pages, will be deemed to be one and the same instrument.

23 34. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
24 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
25 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that
26 they are each represented by competent counsel and that they have had an opportunity to consult with
27 their counsel regarding the fairness and reasonableness of this Settlement.

28 35. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that

1 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
2 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

3 36. Invalidity of Any Provision. Before declaring any provision of this Settlement
4 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
6 valid and enforceable.

7 37. Captions. The captions and section numbers in this Settlement Agreement are inserted
8 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
9 provisions of this Settlement Agreement.

10 38. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
11 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
12 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

13 39. Enforcement Action. In the event that one or more of the Parties institutes any legal
14 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
15 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
16 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
17 expert witness fees incurred in connection with any enforcement actions.

18 40. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
19 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
20 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
21 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
22 all Parties have contributed to the preparation of this Settlement Agreement.

23 41. Representation By Counsel. The Parties acknowledge that they have been represented
24 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
25 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
26 in full.

27 42. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
28 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this

Settlement Agreement.

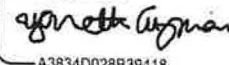
43. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

44. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

Dated: 5/27/2025

PLAINTIFF

Firmado por:

A3834D028B39418

Yaneth Guzman

Dated: 5-10-2025

DEFENDANT

 Albert P. Keck
[Name of Authorized Signatory]
Hadley Date Gardens, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM

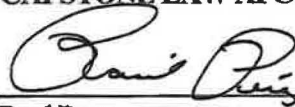
SULLIVAN & YAECKEL LAW GROUP, APC

Dated: 5/27/25


Eric Yaeckel
Attorneys for Plaintiff Yaneth Guzman

CAPSTONE LAW APC

Dated: 5/30/2025


Raul Perez
Attorneys for Plaintiff Yaneth Guzman

JACKSON LEWIS P.C.

Dated: 5/19/2025


Adam Y. Siegel
Attorneys for Defendant Hadley Date Gardens, Inc.

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 +
6/01/24- 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)

* $\frac{1}{2}$ 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

ADR Services	\$425.00	Mediation
Knox	\$244.50	
Transportation	\$74.56	
One Legal	\$505.60	
Copies	\$81.55	
Postage	\$18.94	
Legal Research	\$595.00	
LWDA	\$75.00	
Sub-Total	\$2,020.15	2/24/2025
One Legal	\$23.02	3/14/2025
2nd sub-total	\$2,043.17	3/18/2025

Exhibit 4

JOINT PROSECUTION AND ATTORNEY FEE SPLIT AGREEMENT

This Joint Prosecution and Attorney Fee Split Agreement (“Agreement”) is entered into effective April 22, 2024 (the “Effective Date”), and sets forth the terms of the co-counsel relationship by and between Capstone Law APC (“Capstone”) and Sullivan & Yaeckel Law Group, APC (“S&Y”) (collectively “Attorneys”), in connection with the litigation of the class and/or representative action lawsuit alleging wage and hour violations against Hadley Date Gardens, Inc. and related entities, entitled *Yaneth Guzman v. Hadley Date Gardens, Inc., et al.* (the “Action”).

1. Relationship of Co-Counsel

Capstone and S&Y will be co-counsel with S&Y being responsible for the preparation and filing of the complaint, discovery, and litigation of the Action. All decisions concerning the division of work, strategy, tactics, and major substantive decisions with respect to the day-to-day litigation of the matter will be made by S&Y. In the event of a settlement of the Action, Capstone will assist (i.e., in proportion to its ultimate share of the fee award) S&Y in drafting the settlement agreement and memoranda in support of court approval of the settlement, with the specific delegation of tasks to be decided by Attorneys following settlement. Attorneys agree to keep each other apprised of all developments in the Action, including communication with the client(s), the court, opposing counsel, and mediators. Attorneys agree that S&Y shall include Capstone in any settlement negotiations with defendant and that Capstone may participate in any mediation or settlement conferences in the Action. Attorneys agree that should a mediator’s proposal be made in the Action, Attorneys will consult in good faith and jointly agree on how to respond to the proposal. Attorneys agree to confer in good faith to divide work and assign responsibilities, as well as to resolve any disputes which may arise.

2. Attorneys’ Fees and Costs

Attorneys shall divide any fee award resulting from the litigation and settlement of the Action, including any multiplier (i.e. premium above the lodestar), as follows: 70% to S&Y and 30% to Capstone regardless of lodestar. Any subsequent fee-sharing agreements or fee awards to other lawyers or law firms shall proportionally dilute Attorneys’ fee interest (i.e., on a pro rata basis).

Attorneys will each advance their own ordinary “in house” case-related expenses and costs with respect to the Action such as copying, telephone charges, postage, travel, on-line research (e.g., Lexis and Westlaw), and court e-service systems or third-party electronic services (e.g., Pacer, CaseAnywhere.com). Attorneys shall share mutually agreed-upon “out of pocket” litigation costs, such as experts, document production, and deposition costs, and the like as they are incurred from the date of this Agreement and in proportion to the agreed-upon fee split percentages set forth above (70% S&Y / 30% Capstone). If costs are not awarded or settled as a separate item, but rather as part of an undifferentiated sum for fees and costs, all costs and expenses paid by Attorneys in connection with the Action will first be deducted from any total amount whether designated as a fee award or not.

Following either a settlement or a judgment, Attorneys will jointly bring a timely application for an award of attorneys’ fees and costs in the court, arbitral forum, or other tribunal where the Action is pending, and will not oppose, disparage or otherwise undermine each other’s portion of the application. Attorneys agree to direct Defendant or the Claims Administrator to pay the award of fees and costs in a manner that is consistent with this Agreement.

Attorneys will maintain contemporaneous time records and cost summaries for all legal work performed and costs reasonably incurred in the Action. Attorneys will inform each other of their respective lodestar totals upon reasonable request during the pendency of the litigation, including total hours billed, hourly rate and fees billed for each timekeeper, as well as cost

summaries.

3. No Partnership, Joint Venture Or Agency Relationship

Nothing contained herein shall constitute or be construed to imply that a partnership, joint venture, employment, or principal/agent relationship exists between Attorneys as a result of this Agreement.

4. Professional Negligence

Attorneys assume no liability for each other's professional negligence. Attorneys maintain their own insurance policy to cover errors or omissions.

5. Choice of Law, Statute of Limitations and Dispute Resolution

This Agreement shall be interpreted under the laws of the State of California. Attorneys agree that any action in relation to an alleged breach of this Agreement shall be commenced in Los Angeles, California, within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute. All disputes, controversies, or claims arising out of or relating to this Agreement shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect, except that the Parties may seek the imposition of liens, temporary restraining orders, or other injunctive relief through court order.

6. Client Consent

Attorneys shall obtain their respective client's written consent to the joint prosecution and fee sharing arrangement set forth in this Agreement.

7. Full Agreement

This is an integrated contract and reflects the full agreement of the parties, and it may only be modified in writing. No prior or contemporaneous written or oral representations may be admitted as to the meaning and/or mutual intent of the terms set forth herein.

8. Execution in Counterparts

This Agreement may, and is expected to, be executed in counterparts, and a fully executed photocopy, facsimile, or .pdf hereof shall be as binding and valid as a fully executed original.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the effective date.

Date: 4/30/2024

CAPSTONE LAW APC



Jamie R. Greene

SULLIVAN & YAECKEL LAW GROUP, APC



4/30/24
Date: _____

Eric Yaeckel

**CLIENT ACKNOWLEDGEMENT OF JOINT PROSECUTION AND ATTORNEY FEE
SPLIT AGREEMENT**

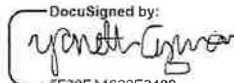
Client Consent Pursuant to California Rules of Professional Conduct Rule 1.5.1

I, Yaneth Guzman, state as follows:

1. I have been advised in writing that my attorneys, Capstone Law APC (“Capstone”), have entered into a proposed “Joint Prosecution and Attorney Fee Split Agreement” (the “Agreement”) with Sullivan & Yaeckel Law Group, APC (“S&Y”) in connection with the litigation of the class and/or representative action lawsuit alleging wage and hour violations against Hadley Date Gardens, Inc. and related entities, entitled *Yaneth Guzman v. Hadley Date Gardens, Inc., et al.* (the “Action”).
2. I have been advised in writing and understand that in the event of a settlement of the Action or judgment, any court-approved award of fees and costs will be paid to Capstone and S&Y as set forth in the Agreement.
3. I hereby acknowledge that I have been provided with a copy of the Agreement.
4. I have further been advised in writing and understand that the total fee charged will not be increased solely by reason of the division of fees.

I hereby consent to this proposed fee division.

Dated: 4/30/2024

DocuSigned by:

5F30FA1622E3489
YANETH GUZMAN

**RECONOCIMIENTO DEL CLIENTE DEL ACUERDO DE ENJUICIAMIENTO
CONJUNTO Y DE DIVISIÓN DE HONORARIOS DE ABOGADO**

**Consentimiento del Cliente de Conformidad a las Reglas de California de Conducta
Profesional Regla 1.5.1**

Yo, Yaneth Guzman, declaro como sigue:

1. Se me ha informado por escrito que mis abogados, Capstone Law APC ("Capstone"), han entrado en un "Acuerdo de Enjuiciamiento Conjunto y de División de Honorarios de Abogado" propuesto (el "Acuerdo") con Sullivan & Yaeckel Law Group, APC ("S&Y") en conexión con la demanda colectiva y/o representativa alegando violaciones de salarios y horas contra Hadley Date Gardens, Inc. y entidades relacionadas, titulada *Yaneth Guzman v. Hadley Date Gardens, Inc., et al.* (la "Acción").
2. Se me ha informado por escrito y entiendo de que en el evento de un asentamiento de la Acción o decisión judicial, cualquier adjudicación de honorarios de abogados y costos aprobado del tribunal se pagará a Capstone y S&Y según lo establecido en el Acuerdo.
3. Por la presente reconozco que se me ha proporcionado una copia del Acuerdo.
4. Además se me ha informado por escrito y entiendo que los honorarios totales cobrados no se incrementarán únicamente por motivo de la división de honorarios.

Por la presente doy mi consentimiento a esta división de honorarios propuesta.

Fechado: 4/30/2024

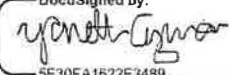
DocuSigned by:

SF30FA1622E3489
YANETH GUZMAN

Exhibit 5



PROPOSED FEES & EXPENSES

RE: Guzman v. Hadley Date Gardens - PAGA

Proposal Dated: March 19, 2025

CAC SERVICES GROUP - CONFIDENTIAL

Key Assumptions

Class Size - Class Members			114	Persons
Settlement Checks & Notice				
Direct Mail	(% of Total Class)	100%	114	Pieces
Returned Mail Processing				
Returned for Non-Delivery (RFND)	(% of Total Class)	15.0%	17	Pieces
Address Change Post Office (ACPO)	(% of Total Class)	1.5%	2	Pieces

Program Requirements	Estimated Quantity	Units	Per Unit	Cost	Estimated Total
Program Set-Up & Reporting					\$ 350.00
Class Member Database	1	N/A	\$ 350.00	\$ 350.00	
Direct Mail Notification					\$ 706.75
NCOA / CASS / LACS Processing	1	N/A	\$ 75.00	\$ 75.00	
Letter & Check	114	Pcs	\$ 3.500	\$ 399.00	
<i>The notice package includes the following:</i>					
▶ 45# 8.5" x 11" Notice - English (1 page)			▶ #10 Window Envelope - Security Tint		
▶ 45# 8.5" x 11" Notice - Spanish (1 page)					
▶ 60# MOCR Bond 8.5" x 11" Check; Top Third Tear-Away					
Re-issue Lost or Destroyed Checks	6	Pcs	\$ 5.250	\$ 31.50	
Translate Notice to Spanish	575	Words	\$ 0.35	\$ 201.25	
Returned Mail Processing					\$ 99.30
Notices Returned for Non-Delivery					
Process RFND Mail	17	Pcs	\$ 0.250	\$ 4.25	
Skip Trace RFND Mail	17	Pcs	\$ 0.900	\$ 15.30	
Re-print Check/Notice Package	13	Pcs	\$ 5.250	\$ 68.25	
<i>Estimate: 75% of RFND is traceable</i>					
Notices returned as Address Change Post Office					
Process ACPO Mail	2	Pcs	\$ 0.500	\$ 1.00	
Re-print Check/Notice Package	2	Pcs	\$ 5.250	\$ 10.50	
Fund Management					\$ 668.50
Check Clearing	114	Pcs	\$ 0.25	\$ 28.50	
Fund Management / Bank Fees	6	Months	\$ 40.00	\$ 240.00	
Annual Fee - Qualified Settlement Fund Taxes	1	Years	\$ 200.00	\$ 200.00	
<i>Federal & State Filings</i>					
Individual Income Tax Reporting	1	Years	\$ 200.00	\$ 200.00	
<i>Quarterly & Yearly Filings</i>					
Postage¹⁾					\$ 93.15
Postage - Check/Notice Package	114	Pcs	\$ 0.690	\$ 78.66	
Postage - Remails, Check/Notice Package	21	Pcs	\$ 0.690	\$ 14.49	

Program Requirements	Estimated Quantity	Units	Per Unit	Cost	Estimated Total
Program Management					\$ 1,220.00
Principal Consultant	0.5	Hours	\$ 150.00	\$ 75.00	
Project Manager	1	Hours	\$ 125.00	\$ 125.00	
Technical Consultant	4	Hours	\$ 135.00	\$ 540.00	
Support Staff	8	Hours	\$ 60.00	\$ 480.00	
Grand Total ²⁾					\$ 3,137.70



Other Project-Related Costs	Units	Cost
FedEx / UPS Shipments	N/A	At Cost
Photocopies	Per Copy	\$ 0.15
Storage of 1.2 Cubic Foot Boxes	Box/Month	\$ 0.75
Removal and Secured Destruction of 1.2 Cubic Foot Boxes	Per Box	\$ 3.00
Project-Related Materials	N/A	At Cost
Other Case-Related Out-of-Pocket Expenses	N/A	At Cost

Other CAC Services ³⁾	Hourly Rate
Principal Consultant	\$ 150.00
Senior Consultant	\$ 140.00
Technical Consultant	\$ 135.00
Project Manager	\$ 125.00
Project Supervisor	\$ 100.00
Support Staff	\$ 60.00

Notes:

- 1) Postage is estimated and will be qualified for automation discounts.
- 2) The grand total reflects the estimated quantities of individual tasks performed. Should the actual quantities differ from the estimated quantities of tasks performed, the grand total (billable amount) will reflect such changes. Estimates were based on the assumptions listed above.
- 3) Fees for project-related services, other than what is covered elsewhere in this proposal, will be charged at CAC's standard hourly rate shown above. The above rates are effective as of March 2025. The rates are subject to possible revision on an annual basis, during the contract period, to allow for possible hourly rate changes.



ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Guzman v. Hadley Date Gardens, Inc.

Tuesday, March 18, 2025

Requesting Attorney:

Cody Archer

Sullivan & Yaeckel Law Group, APC

cody@sullivanlawgroupapc.com

619.702.6760

ILYM Group Contact:

Lisa Mullins & Nicole Bench

ILYM Group, Inc.

Lisa@ilymgroup.com

714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	114
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$1,237.10
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,342.90
Case Conclusion:	\$220.00

Estimated ILYM Fees & Expenses: \$3,800.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Guzman v. Hadley Date Gardens, Inc.

Tuesday, March 18, 2025

Requesting Attorney's Name: Cody Archer

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
Certified Spanish Translation	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$45.00	1	\$45.00
Toll-Free Customer Service Representative	Flat Rate	\$52.10	1	\$52.10

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$1,237.10

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	114	\$171.00
USPS First Class 1oz Postage	Per Piece	\$0.65	114	\$74.10
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	11	\$22.80
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,342.90

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$220.00

Estimated ILYM Fees & Expenses: \$3,800.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Exhibit 6

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

**Re: Payment From *Guzman v. Hadley Date Gardens, Inc.*, No. CVPS2404374
(Riverside County Superior Court)**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Guzman v. Hadley Date Gardens, Inc.*, No. CVPS2404374 (Riverside County Superior Court) (the "Action").

The Action was filed against Defendant Hadley Date Gardens, Inc. ("Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The Action was brought by a former employee of Defendant on behalf of the State of California and all allegedly "aggrieved employees" of Defendant. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendant denies that it violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties.

The Court has not ruled on the merits of the Action but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

Aggrieved employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]