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Attorneys for Plaintiff, MAHMUDUR RAHMAN
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

MAHMUDUR RAHMAN on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

NMSO, INC., a California corporation, ANABI
OIL CORPORATION, a California
corporation, ANABI CONVENIENCE
CENTERS, INC., a California corporation and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 34-2020-00281076

ASSIGNED FOR ALL PURPOSES TO:
Judge: Hon. Laurie A. Damrell
Dept.: 28

**DECLARATION OF JAMES R.
HAWKINS IN SUPPORT OF MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (PAGA)
SETTLEMENT**

Reservation # (Reservation A-281076-001).

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1 location from on or about July 2010 until on or about June 27, 2019.

2 5. Counsel for Plaintiff engaged in informal discovery of Defendants' alleged Labor
3 Code violations, which specifically targeted evaluating the strength and value of the PAGA
4 claims in preparation for a resolution of this Action.

5 6. Plaintiff's Counsel obtained and reviewed a variety of data, including (i) Plaintiff's
6 employee file and wage statements, (ii) policy documents relating to the employment of Plaintiff
7 and other aggrieved employees, and (iii) time-keeping and payroll data for a randomly-selected
8 sample of the aggrieved employees relating to the number of alleged violations and the value of
9 the recoverable penalties.

10 7. Based on the information and documents produced by Defendants, Plaintiff's
11 Counsel was able to (i) determine the total number of distinct individuals falling within the
12 definition of "PAGA Settlement Members" for the relevant statutory period, and (ii) construct a
13 damage model that calculated the maximum realistic amount of PAGA penalties that could be
14 levied against Defendants within the PAGA Period. Defendants, however, disputed (and continue
15 to dispute) Plaintiff's claims and disputed both the existence of and extent of liability as alleged
16 by Plaintiff ("Covered Period").

17 8. Based on Plaintiff's Counsel's experience in litigating many similar
18 "representative" wage and hour claims, the degree of investigation that was conducted, and the
19 amount of data that was obtained, there was sufficient evidence to determine the potential value
20 of the PAGA claim(s), and to evaluate the strength of this claim for purposes of settlement.

21 9. On August 24, 2021, the Parties participated in a mediation session with mediator
22 Kelly Knight, Esq. an experienced and respected mediator. During the mediation, the Parties
23 engaged in arm's-length negotiations but reached an impasse. However, the Parties continued
24 settlement discussions with the assistance of the mediator. On April 8, 2022 those continued
25 settlement discussions resulted in the resolution of the PAGA claims asserted in the FAC via the
26 Parties acceptance of the mediator's proposal. Subsequently, the Parties exchanged drafts of the
27 Memorandum of Settlement, which was finalized on or about June 20, 2022. Thereafter, the
28 Parties exchanged drafts of the Settlement Agreement, which was fully executed on or about

1 April, 2023.

2 10. The Parties jointly prepared and executed the Settlement and Release of PAGA
3 Claims (the “Settlement Agreement”) (A true and correct copy of the Settlement Agreement is
4 attached hereto as Exhibit 1.)

5 11. The PAGA claims are premised on allegations that due to the demands of the work
6 shift, Plaintiff and aggrieved employees were frequently required to perform work “off the clock”
7 during their meal periods and prior to the start of their shift and after clocking out at the end of
8 their shifts. The PAGA claims for failure to provide compliant rest and meal breaks are likewise
9 also based on allegations that, due to the demands of the shift, Plaintiff and aggrieved employees
10 were unable to take lawful meal and/or rest breaks. The PAGA claims based on Defendants’
11 alleged failure to pay timely wages and provide accurate itemized wage statement are derivative
12 of the failure to pay wage and premium wages claims.

13 12. Defendant’s maximum potential PAGA exposure is calculated to be Two Million
14 Twenty-Six Thousand Six Hundred Dollars (\$2,026,600), assuming Plaintiff could prove the
15 alleged violations occurred, which Defendant denies. This figure attributes a \$100 penalty to each
16 of the 20,266 pay periods in scope during the PAGA period. The figure also assumes that there is
17 a 100% violation rate during the PAGA period, such that every single pay period in question
18 involved at least one Labor Code violation, despite disputes regarding Defendant’s liability. From
19 there, Plaintiff applies the full amount of the default initial penalty provided under PAGA, despite
20 the Court’s discretion to reduce the penalty structure and award lower than the default amounts.

21 13. Defendants do not concede that the default penalty, in whole or in part, is
22 applicable to all of Plaintiff’s alleged claims. While Plaintiff asserts multiple theories of recovery,
23 Plaintiff reasonably believes that “stacking” the potential penalties attendant to each underlying
24 Labor Code violation would not be proper because such penalties are predicated on the same
25 purported underlying conduct. Nor are each of the statutes cited that Plaintiff alleges were
26 violated independently actionable. Thus, the maximum potential exposure for the singular PAGA
27 claim does not and should not reflect the sum of the potential exposure for each underlying
28 alleged Labor Code violation.

1 14. Defendants dispute Plaintiff's claims and contend that they complied with
2 California law including by prohibiting "off the clock" work, paying for all time worked,
3 providing compliant meal periods, authorizing and permitting compliant rest breaks, providing
4 accurate itemized wage statements and timely paying final wages. Defendants further deny that
5 any PAGA Settlement Member, including Plaintiff, was "aggrieved" under PAGA.

6 15. Defendants further maintained that Plaintiff and the aggrieved employees entered
7 into arbitration agreements that required pursuant to *Viking River Cruises, Inc. v. Moriana*, 142
8 S. Ct. 1906 (2022), that (1) Plaintiff and the aggrieved employees individually arbitrate their
9 individual PAGA claims, and (2) the Court dismiss Plaintiff's non-individual PAGA claims.
10 Defendants specifically disclaim any liability to Plaintiff or any of the allegedly aggrieved
11 employees or the LWDA for any alleged violation of rights, or for any alleged violation of the
12 California Labor Code or Industrial Welfare Commission Wage Orders.

13 16. Moreover, Defendants maintains that even if the Court did award penalties, the
14 Court could *significantly* reduce the penalties awarded based on the discretionary factors
15 contained in Labor Code §2699(e)(2) ("In action by an aggrieved employee . . . , a court may
16 award a lesser amount than the maximum civil penalty amount specified by this part if, based on
17 the facts and circumstances of the particular case, to do otherwise would result in an award that is
18 unjust, arbitrary and oppressive, or confiscatory.")

19 17. The valuations provided to the claims for purposes of settlement, including the
20 range of violation and resulting potential PAGA penalties are as follows, which, again, were not
21 added together in calculating the maximum potential liability due to the unavailability of
22 stacking:

23 a. Failure to Pay Wages Due-

24 This claim is premised on allegations that due to the demands of the work shift, Plaintiff
25 and aggrieved employees were frequently required to perform work "off the clock" primarily in
26 the performance of post shift duties including, but not limited to, counting inventory and cash,
27 cleaning and taking out the trash. Plaintiff alleges that although there were times in which
28 Defendants authorized overtime, Defendants' policy and practice is to discourage overtime on a

1 routine basis. Plaintiff and aggrieved employees were instructed to clock out at the end of their
2 scheduled eight-hour shift to avoid any overtime.

3 Defendants adamantly dispute that (1) employees were required to work off the clock as it
4 is against Defendants' policy to do so, (2) employees actually performed any off-the-clock work
5 of which Defendants knew or should have known, and (3) Plaintiff possessed any evidence of any
6 "off the clock" work. Taking into consideration the nature of the claim and Defendants' defenses
7 thereto including the inability to establish the violation with respect to all of the PAGA
8 Settlement Members, this claim was valued in the 20% to 10% violation rate and thus \$405,320
9 and \$202,660 in PAGA penalties.

10 b. Meal Period Claim-

11 The meal period claim is based on allegations that Plaintiff and aggrieved employees were
12 not provided compliant meal breaks during their work shifts. For instance, Plaintiff alleges that,
13 due to the work load requirements and time constraints imposed by Defendants, he and aggrieved
14 employees were required to clock out for meal breaks, but were only provided on-duty meal
15 periods during all the shifts worked during the PAGA Period. Defendants dispute Plaintiff's
16 allegations and contend that Defendants' meal break policy and practice is compliant due to the
17 existence of executed on duty meal period agreement. Taking into consideration the nature of the
18 claim, Defendants' defenses and issues faced due to *Brinker Rest. Corp. v. Super. Ct.*, (2012) 53
19 Cal. 4th 1004 ("*Brinker*"), this claim was valued in the 20% to 10% violation rate and thus
20 between \$405,320 and \$202,660 in PAGA penalties.

21 c. Rest Period Claim-

22 As with the meal period claim, the rest period violation claim is primarily based on
23 allegations that due to the work pressures and time constraints, Plaintiff and aggrieved employees
24 worked without being able to take a ten (10) minute rest break during their work shifts, and were
25 required to remain on the premises during their rest breaks. Defendants dispute Plaintiff's
26 allegations and contends that Plaintiff and aggrieved employees were allowed to take compliant
27 rest breaks during their work shifts. Defendants also asserted that Plaintiff lacked any evidence
28 that any individual was not authorized or permitted to take compliant rest periods and noted the

1 unmanageability of such a claim, due to the fact that rest periods are not recorded. Taking into
2 consideration the nature of the claim, Defendants’ defenses and issues faced due to *Brinker*, this
3 claim was valued in the range of 10% to 5% violation rate and thus between \$202,660 and
4 \$101,330 in PAGA penalties.

5 d. Failure to Timely Pay Wages-

6 This claim is derivative of the underlying claims. Faced with the willful intent
7 requirement of the enabling statute along with Defendants’ position, at the time of settlement, that
8 Lab. Code §203 did not apply to rest and meal break claims based on *Naranjo v. Spectrum*
9 *Security Services, Inc.*, (2019) 40 Cal. App. 5th 444, 474 (meal and rest break violations do not
10 entitle employees to derivative penalties in Labor Code § 203),¹ and Defendants’ position that
11 they did not fail to pay wages, this claim was valued in the range of 20% to 10% violation rate
12 and thus between \$405,320 and \$202,660 in PAGA penalties.

13 e. Failure to Provide Accurate Itemized Wage Statements-

14 This claim is based on allegations that Defendants failed to state the correct hours worked,
15 the correct applicable hourly rate and correct total wages earned. Defendants deny that they
16 provided inaccurate wage statements. Further, Defendants argue that, if any wage statements were
17 in fact inaccurate, they did not “knowingly and intentionally” fail to provide accurate statements.
18 At the time of settlement, Defendants also relied on *Naranjo, supra*, for their position that meal
19 and rest break violations do not give rise to derivative penalties under Labor Code § 226. For
20 purposes of settlement negotiations, said claim was valued at a 20% to 0% violation rate and thus
21 between \$405,320 and \$0.

22 Based on these disputes, which had the potential to completely eliminate or significantly
23 reduce Plaintiff’s recovery, the range of realistic “litigation outcomes” on Plaintiff’s PAGA claim
24 was defined by a “maximum possible liability” amount of approximately \$2,026,600 and a net-
25 zero recovery based on the defenses asserted by Defendants. As such, these factors weigh heavily
26 in favor of resolution by way of the compromise set forth in the Settlement. In the view of

27
28 ¹ On May 23, 2022, the California Supreme Court ruled that premium pay for rest and meal break violations are wages for purposes of Labor Code sections 203 and 226

1 Plaintiff's Counsel, the benefit conferred by the proposed Settlement is fair, reasonable, and
2 adequate under the circumstances, as it reflects a reasoned compromise which takes into
3 consideration the risks inherent in this case which had the potential to completely eliminate
4 recovery.

5 18. Although these calculations will not be made until after approval, a rough
6 estimation of the value to the approximately 584 individuals falling within the definition of
7 "PAGA Settlement Member" may be gleaned from the fact that an equal division would provide
8 approximately \$103.83 to each PAGA Settlement Member, net of payments to the LWDA, to the
9 Settlement Administrator, and of attorney's fees and costs.

10 19. Plaintiff recognizes the expense and length of continued proceedings necessary to
11 litigate the matter through trial and any possible appeals and have also considered the uncertainty
12 and risk of the outcome of further litigation, and the difficulties and delays inherent in such
13 litigation based upon the burdens of proof. Plaintiff is also aware of the burdens of proof
14 necessary to establish liability, both generally and in response to Defendants' defenses thereto,
15 and the difficulties in establishing Defendants' liability for, and the right to recover, penalties on
16 behalf of Plaintiff, the State of California, and the other purported aggrieved employees.

17 20. Additionally, there is a real possibility that Plaintiff would recover nothing, either
18 for himself or on behalf of the State of California or other PAGA Settlement Members, after years
19 of costly and labor-intensive litigation. Avoiding these risks and the likelihood of future
20 contentious litigation, which would involve significant costs, favors settlement.

21 21. Plaintiff's Counsel's entitlement to an award of attorneys' fees and costs is
22 warranted on multiple independent grounds. Further, the amount of fees requested falls well
23 within the range of reasonableness under applicable standards. The amount requested constitutes
24 a "percentage of the fund" deemed reasonable in similar wage and hour settlements of this size
25 and approved by California courts. This is not only warranted based on the contingency risk
26 Plaintiff's Counsel agreed to incur for the benefit of the State of California and aggrieved
27 employees, but also based on the significant results achieved.

28 22. Upon the Effective Date, Plaintiff, all PAGA Settlement Members and the State of

1 California shall be deemed to have fully, finally, and forever released, relinquished, and
2 discharged each and all of the Released Parties from the Released Claims. (See Settlement
3 Agreement at p. 2 ¶14).

4 23. Plaintiff's counsel submitted the Settlement Agreement, this Motion, and all
5 supporting documents to the to the LWDA via online upload on May 24, 2023, concurrently with
6 the filing of this Motion. (See Exh. 3)

7 24. Service on the LWDA is reflected on the Proof of Service submitted herewith.
8 (See Exh. 4).

9 25. I have a great deal of experience in wage and hour class action litigation. I have
10 obtained certification of several classes, I have been approved as class counsel in many other
11 wage/hour class actions, and I am currently litigating numerous others. Although not an all
12 inclusive list, over the years I have prosecuted the following class action matters as lead and/or
13 co-lead counsel, all of which implicated similar law and facts to those associated with this action:

14 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.: 30-2009-
15 00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium wages for meal
16 period and rest periods and resultant penalties. Class Notice pending.

17 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT-
18 Case No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-
19 classification of insurance claims adjusters employed by Gallagher Bassett, a third party
20 administrator (TPA) in the State of California. Certification granted. Plaintiffs' counsel co-lead
21 counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

22 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
23 Wage and Hour Class Action case seeking past wages for "off the clock", overtime and meal and
24 rest break violations for production workers in the State of California. Plaintiff's Counsel
25 appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully
26 distributed.

27 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW. Wage
28 and Hour Class Action case seeking past wages for meal and rest period violations for retail

1 employees in the State of California. Plaintiff's counsel appointed co-lead counsel. Case settled,
2 Final Approval granted, no objections and funds fully distributed.

3 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
4 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and rest period
5 violations for retail employees in the State of California. Plaintiff's Counsel appointed as Lead
6 Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

7 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
8 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages for
9 overtime, meal and rest break violations for driver employees in the State of California.
10 Settlement for "binding arbitration." Arbitration Award for Plaintiff Class. Arbitration Award
11 confirmed. Plaintiff's counsel, lead trial counsel and class counsel.

12 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior Court,
13 Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal and
14 rest breaks violations for production employees in the State of California. Plaintiff's counsel
15 appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully
16 distributed.

17 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
18 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for
19 overtime, meal and rest break violations for production employees in the State of California.
20 Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no
21 objections and funds fully distributed.

22 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
23 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break
24 violations for restaurant employees in the State of California. Plaintiff's counsel appointed as
25 lead counsel. Case settled, Final Approval granted and funds fully distributed.

26 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case
27 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest
28 break violations for security officers in the State of California. Plaintiff's counsel appointed as

1 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

2 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court, Case
3 No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages
4 for meal and rest break violations for security officers employed by defendant in the State of
5 California. Plaintiff's counsel and co-counsel. Case settled, Final Approval granted and funds
6 fully distributed.

7 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court,
8 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and
9 rest break violations for housekeepers employed by defendant in the State of California.
10 Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections
11 and funds fully distributed.

12 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT, Case
13 No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period
14 violations for non-exempt employees employed by defendant in the state of California. Case
15 settled. Awaiting Preliminary Approval hearing. Plaintiff has petitioned the Court for Lead
16 Counsel.

17 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL DISTRICT,
18 Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch
19 employees of defendant in the State of California. Plaintiff's counsel appointed as lead counsel.
20 Case settled and awaiting Final Approval.

21 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
22 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of
23 defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled,
24 Final Approval granted, no objections and funds fully distributed.

25 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
26 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break
27 violations for security guards employed by defendant in the State of California. Plaintiff's
28 counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds

1 fully distributed.

2 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc*, et al., Los Angeles Superior
3 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break
4 violations for production employees employed by defendant in the State of California. Plaintiff
5 counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds
6 fully distributed.

7 r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court, Case No.
8 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations
9 for restaurant employees employed by defendant in the State of California. Plaintiff's counsel
10 appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
11 distributed.

12 s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC
13 330145. Wage and Hour Class Action seeking past wages of overtime for mis-classification of
14 managers employed by Defendant, DBA Carl's Jrs. in the State of California. Plaintiff's counsel
15 appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
16 distributed.

17 t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case No.
18 CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break
19 violations for retail employees employed by defendant in the State of California. Plaintiff's
20 counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds
21 fully distributed.

22 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No.
23 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-classification
24 of managers employed by Defendant in the State of California. Plaintiff's counsel appointed lead
25 counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

26 v. *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior Court, Case
27 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest
28 break violations for production workers employed by defendant in the State of California.

1 Plaintiff's counsel appointed lead counsel. Cased settled; final approval granted; no objections
2 and funds fully distributed.

3 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court, Case
4 No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest
5 period violations for production employees employed by defendant in the State of California.
6 Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections
7 and funds fully distributed.

8 26. James Hawkins APLC is a boutique law firm that specializes in wage and hour
9 class actions, and is comprised of several seasoned attorneys and staff. The hourly rates for the
10 attorneys who worked on this case, Isandra Fernandez , myself, are respectfully submitted as
11 reasonable rates in line with comparable hourly rates charged by other firms that handle complex
12 litigation in California. Numerous California firms provided their hourly billing rates in
13 connection with a survey conducted by the National Law Journal. Of these California law firms,
14 ten regularly charge hourly rates of \$660, \$795, \$850, and even \$980 per hour. (A true and
15 correct copy of this National Law Journal 2011 survey is attached hereto as Exhibit 5.).

16 27. Ms. Fernandez, my co-counsel on this matter, has been a member of the Florida
17 Bar since January 1996 and member of the California Bar since August 2002. Ms. Fernandez has
18 specialized in employment related litigation including complex wage and hour civil litigation
19 since 2003. Ms. Fernandez has been, and currently is, co-counsel in over 40 wage and hour class
20 action litigations for our firm and has produced excellent results for this firm's clients in the wage
21 and hour class actions.

22 28. Since on or about January 2020, prior to the inception of the filing of this PAGA
23 action, through the present James Hawkins APLC has had to, among other things, expend time on
24 the following: engage in numerous discussions with Plaintiff regarding this lawsuit; conduct
25 extensive and comprehensive investigations and research; draft Complaint and PAGA letter;
26 discussions with Defendants' counsel regarding this matter; research of the claims; draft multiple
27 pleadings; draft joint status conference reports and stipulations for court; attend status
28 conferences; propound multiple sets of written discovery to the Defendant; review documents,

1 engage in discussions with Defendant's counsel regarding mediation; review and analyze
2 documents and prepare for mediation; review, revise and exchange several drafts of the MOU and
3 thereafter the long form settlement agreements; discussion with Plaintiff regarding settlement
4 agreement; prepare motion for approval and supporting documents; review and revise notice to be
5 sent to the PAGA Settlement Members; draft request for dismissal of named defendants NMSO,
6 Inc., Anabi Oil Corporation, and Anabi Convenience Centers, Inc. A great amount of time and
7 effort has been expended to properly and comprehensively perform the job required of this case
8 and prepare for all contingencies that may arise, regardless of whether the case settles.

9 29. The attorneys who have worked on this matter are Ms. Fernandez, Kacey Cook,
10 and Anthony Draper. My hourly rate is \$900 and Ms. Fernandez's hourly rate is \$850. The hourly
11 rate for Kacey Cook and Anthony Draper is \$450. The hourly rate for the paralegal who worked
12 this matter is \$200. Since the inception of this matter, prior to filing the Complaint, the total
13 amount of attorney time and paralegal time estimated to have been expended and also estimated
14 to be expended in finalizing this matter is 215.5 (James Hawkins 55 hours, Ms. Fernandez 100
15 hours, Kacey Cook 20 hours, Anthony Draper 6 hours, and Ms. Whitson 30.6 hours) which
16 equates to \$152,320 in total fees.

17 30. Plaintiff's Counsel's entitlement to an award of attorneys' fees and costs is
18 warranted on multiple independent grounds. Further, the amount of fees requested falls well
19 within the range of reasonableness under applicable standards. The amount requested constitutes
20 a "percentage of the fund" deemed reasonable in similar wage and hour settlements of this size
21 and approved by California courts. This is not only warranted based on the contingency risk
22 Plaintiff's Counsel agreed to incur for the benefit of the State of California and Covered
23 Employees, but also based on the significant results achieved.

24 31. Attorneys' fee awards in the amount sought here are well-established by California
25 law and practice. Accordingly, Plaintiff's Counsel's attorneys' fee request is fair and reasonable
26 and is consistent with the awards in California. It is also reasonable given the history of the
27 Action, the time and effort expended, and the results obtained. Moreover, the requested attorney's
28 fee of \$133,332 is less than the estimated lodestar amount in this case which is \$152,320.

32. In the course of this litigation, Plaintiff's Counsel incurred costs of \$14,630 through

1 the conclusion of this matter. (A true and correct copy of Counsel's Cost Invoice is attached
2 hereto as Exhibit 2). The incurred costs included filing fees, legal analysis, mediation fees, court
3 appearance fees, service of process fees and other charges typical of litigation of this nature.
4

5 I declare under penalty of perjury that the foregoing is true and correct. Executed on
6 May 24, 2023 at Irvine, California.

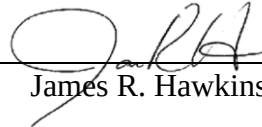
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James R. Hawkins, Esq.
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EXHIBIT 1

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ANABI CONVENIENCE CENTERS, INC.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

MAHMUDUR RAHMAN, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

NMSO, INC., a California corporation, ANABI
OIL CORPORATION, a California corporation,
ANABI CONVENIENCE CENTERS, INC., A
California corporation and DOES I through 50,
inclusive,

Defendants.

Case No.: 34-2020-00281076

[Hon. Laurie A. Damrell, Dept. 28]

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Action Filed: August 4, 2022

Trial Date: Not set

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SETTLEMENT AGREEMENT AND RELEASE

Plaintiff Mahmudur Rahman (“Plaintiff”), individually and in his capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendants NMSO, Inc., Anabi Oil Corporation, and Anabi Convenience Centers, Inc. (“Defendants”), hereby enter into this Settlement Agreement and Release (“Settlement”) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. “Action” shall mean the civil action entitled *Mahmudur Rahman v. NMSO, Inc., Anabi Oil Corporation, and Anabi Convenience Centers, Inc.*, filed in the Superior Court for the County of Sacramento on or about June 22, 2020, designated as Case No. 34-2020-00281076.

2. “Defendants” shall mean Defendants NMSO, Inc., Anabi Oil Corporation, and Anabi Convenience Centers, Inc.

3. “Defense Counsel” shall mean ATKINSON, ANDELSON, LOYA, RUUD & ROMO.

4. “Effective Date” refers to the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Superior Court of California for the County of Sacramento, or other court assuming jurisdiction of this matter, (ii) the Court’s Judgment approving the Settlement becomes Final, and (iii) the date of the time for filing or noticing any appeal of the Judgment has expired. If there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court shall be the date the Settlement is Final. If there is an intervenor, but no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment shall be the date the Settlement is Final. If there is no intervenor in the action, the date the Court enters an order approving this Settlement shall be the date the Settlement is Final.

5. “LWDA” refers to the California Labor & Workforce Development Agency.

6. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

7. “PAGA Period” shall mean June 22, 2019 through the date upon which the Court grants Approval of the Parties’ settlement.

1 8. “PAGA Settlement Members” shall mean all persons employed by Defendants as a non-
2 exempt employee in California at any time during the PAGA Period. For purposes of this Settlement
3 only, and not otherwise as an admission of any misconduct or wrongdoing by Defendants, Defendants
4 and Plaintiff stipulate that all PAGA Settlement Members are aggrieved employees pursuant to PAGA.

5 9. “PAGA Fund” shall mean the Total Settlement Payment, less Plaintiff’s Counsel
6 Payment, Plaintiff’s Enhancement, and the Settlement Administrative Costs.

7 10. “Plaintiff’s Enhancement” means an award approved by the Court to Plaintiff in an
8 amount of up to Five Thousand Dollars and Zero Cents (\$5,000) as a representative of the PAGA
9 Settlement Members in exchange for a general release, and in recognition of his efforts and work in
10 prosecuting the Action on behalf of all PAGA Settlement Members.

11 11. “Plaintiff” refers to Mahmudur Rahman individually and in his capacity as representative
12 of the State of California on behalf of other aggrieved employees.

13 12. “Plaintiff’s Counsel” collectively refers to JAMES HAWKINS APLC.

14 13. “Parties” collectively refers to Plaintiff and Defendants.

15 14. “Released Claims” shall mean any and all known and unknown claims, rights, demands,
16 liabilities and causes of action that arose during the PAGA Period for civil penalties under the PAGA
17 that were pled or which could have been pleaded based on the factual allegations pled in the operative
18 Complaint in the Action and the LWDA Notice, including but not limited to the following claims: (1)
19 failure to pay all lawful wages owed; (2) failure to provide all lawful meal periods or compensation in
20 lieu thereof; (3) failure to provide all lawful rest periods or compensation in lieu thereof; (4) failure to
21 timely pay all wages; (5) knowing and intentional failure to comply with itemized employee wage
22 statement provisions; (6) violations of the unfair competition law; and (7) for all available penalties and
23 relief afforded by the Private Attorney General Act (Labor Code 2699 et seq.).

24 15. “Released Parties” shall mean Defendants, and each and all of their current and former
25 owners, officers, directors, managers, members, employees, agents, representatives, subsidiaries, parents,
26 affiliates, predecessors, successors, franchisors, franchisees, joint venturers, co-owners, co-employers,
27 joint employers, payroll providers, attorneys, insurers, and reinsurers (collectively the Released Parties).

28 16. “Settlement Administrator” refers to a qualified, third-party settlement administrator

1 agreed to by the Parties to administer the terms of the Settlement. The Parties agree to utilize Simpluris
2 to administer the Settlement, at a cost estimated not to exceed Ten Thousand Dollars (\$10,000.00).

3 **II. RECITALS**

4 17. On June 22, 2020, Plaintiff's Counsel sent a letter to the LWDA on behalf of Plaintiff, in
5 compliance with California Labor Code section 2699.3. Plaintiff seeks to represent himself and all
6 PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the
7 LWDA has not indicated that it intends to investigate the alleged violations referenced in the letter.

8 18. On June 22, 2020, Plaintiff filed a Complaint in Sacramento County Superior Court, Case
9 No. 34-2020-00281076, alleging various claims and six causes of action, including the following: (1)
10 failure to pay all lawful wages owed; (2) failure to provide all lawful meal periods or compensation in
11 lieu thereof; (3) failure to provide all lawful rest periods or compensation in lieu thereof; (4) failure to
12 timely pay all wages; (5) knowing and intentional failure to comply with itemized employee wage
13 statement provisions; and (6) violations of the unfair competition law. On August 28, 2020, Plaintiff filed
14 a First Amended Complaint to include claims and a seventh cause of action for civil penalties and relief
15 afforded by the Private Attorney General Act (Labor Code 2699 et seq.).

16 19. Counsel for all Parties have thoroughly investigated the facts relating to the claims
17 alleged in the operative complaint and have made a thorough study of the legal principles applicable to
18 the claims asserted against Defendants. Based on their investigation and evaluation of this case,
19 Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all
20 known facts and circumstances, including the defenses asserted by Defendants, potential adverse
21 findings regarding liability, and numerous potential appellate issues.

22 20. Defendants denied, and continue to deny, each and every claim and contention alleged in
23 the Action, and has always maintained that it never engaged in any unlawful acts regarding any of the
24 matters alleged in the Action.

25 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
26 forth, the Parties agree as follows:

27 **III. NON-ADMISSION OF LIABILITY**

28 21. Based on the factual and legal issues involved, the expense and time necessary to

1 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of
2 proof necessary to establish a class for purposes of liability, and the relative benefits to the PAGA
3 Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms
4 set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement
5 Members.

6 22. By entering into this Settlement, Defendants deny any liability for any of the claims in
7 the Action, as well as any other potential or unknown claims based on wage and hour violations under
8 state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor
9 any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission,
10 concession, or indication by or against Defendants of any unlawful conduct, fault, wrongdoing or
11 liability whatsoever. Defendants specifically deny that it has engaged in any unlawful or wrongful
12 conduct against Plaintiff or the PAGA Settlement Members.

13 **IV. TERMS OF THE PAGA SETTLEMENT**

14 **A. The Total Settlement Payment**

15 23. Defendants shall pay a settlement payment in a total gross amount of Four-Hundred and
16 Thousand Dollars and Zero Cents (\$400,000.00) (the "Total Settlement Payment"). The Total
17 Settlement Payment shall include all settlement administrative fees and costs, Plaintiff's Counsel
18 Payment, Plaintiff's Enhancement, and Settlement Administrative Costs. Defendants represent that there
19 are approximately 20,266 pay periods worked by the PAGA Settlement Members, through October 22,
20 2022.

21 **B. Plaintiff's Counsel Payment of Attorneys' Fees and Costs**

22 24. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed
23 thirty-three and one-third percent (33 1/3%), One-Hundred and Thirty-Three Thousand Three-Hundred
24 and Thirty-Two Dollars and Zero Cents (\$133,332.00), of the Total Settlement Payment, and Plaintiff's
25 Counsel will also seek reimbursement of reasonable litigation costs (attorneys' fees and reasonable
26 litigation costs, together, are referred to as "Plaintiff's Counsel Payment"). Attorneys' costs shall not
27 exceed Nine Thousand One Hundred and Fifteen Dollars and Zero Cents (\$9,115).

28 25. Defendants will not oppose or object to Plaintiff's Counsel's application for attorneys'

1 fees, not to exceed thirty-three and one-third percent (33 1/3%), One-Hundred and Thirty-Three
2 Thousand Three-Hundred and Thirty-Two Dollars and Zero Cents (\$133,332.00), of the Total Settlement
3 Payment plus all documented and reasonable litigation costs and expenses not exceed Nine Thousand
4 One Hundred and Fifteen Dollars and Zero Cents (\$9,115).

5 26. Plaintiff's Counsel Payment shall be paid out of and from the Total Settlement Payment.
6 All of the above is subject to court approval. Any reductions by the Court or any unused amount shall
7 revert to the PAGA Fund.

8 **C. Settlement Administration Fees and Costs**

9 27. Settlement administration shall be performed by a qualified, third-party settlement
10 administrator agreed to by the Parties and approved by the Court ("Settlement Administrator"). The
11 Parties agree the Settlement Administrative Costs shall be paid out of and from the Total Settlement
12 Payment. This includes, but is not limited to, all fees and costs for postage, envelopes, and computer
13 searches to locate addresses; and expenses of the Settlement Administrator to implement and complete
14 the settlement process according to the terms of this Settlement, to calculate payments to individual
15 PAGA Settlement Members, any cost associated with the escheatment process for any uncashed or
16 undeliverable settlement checks, to prepare any necessary tax documents for PAGA Settlement
17 Members, and any other related fees and costs (the "Settlement Administrative Costs").

18 28. The settlement administration fees and costs shall not exceed Ten Thousand Dollars and
19 Zero Cents (\$10,000) and shall be paid from the Total Settlement Payment. All of the above is subject to
20 court approval. Any reductions by the Court or any unused amount shall revert to the PAGA Fund.

21 **D. PAGA Fund**

22 29. After deducting the Plaintiff's Counsel Payment, Plaintiff's Enhancement, and Settlement
23 Administration Costs, the remainder of the Total Settlement Payment shall be allocated toward payment
24 to the Labor & Workforce Development Agency and PAGA Settlement Members (the "PAGA Fund").

25 30. Seventy-five percent (75%) of the PAGA Fund in the amount of One Hundred Eighty
26 One Thousand Nine Hundred Fourteen Dollars and Seventy-Five Cents (\$181,914.75) will be sent to the
27 LWDA and twenty-five percent (25%) of the PAGA Fund in the amount of Sixty Thousand Six Hundred
28 Thirty-Eight Dollars and Twenty Five Cents (\$60,638.25) will be allocated among the PAGA Settlement

Members, based on his or her proportionate share of the pay periods worked during the PAGA Period.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

31. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks and withholdings required under law based on information that will be confidentially furnished by Defendants. There are no payroll deductions to be calculated under this Settlement, since no part of the Settlement will be classified as wages.

32. Funding of the Total Settlement Payment shall occur by Defendants in two installments, as follows: (1) the first installment payment of \$200,000 shall be funded within sixty (60) calendar days after the Effective Date; and (2) the second installment of the remaining \$200,000 shall be funded by Defendants within 120 days thereafter.

33. The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

- (a) The payment to PAGA Settlement Members will be based on the number of pay periods worked by each PAGA Settlement Member during the PAGA Period. Partial pay periods will be counted as full pay periods.
- (b) The amount to be paid per pay period worked by a PAGA Settlement Member will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of pay periods worked by all PAGA Settlement Members during the PAGA Period.
- (c) Defendants' records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

B. Distribution of PAGA Fund

34. Defendants shall provide the Settlement Administrator with a list of the names and addresses of the PAGA Settlement Members, to be furnished within fifteen (15) days after the Court issues an Order approving the Settlement. The contact information is being provided confidentially to

1 the Settlement Administrator only, and the Settlement Administrator shall treat the information as private
2 and confidential and take all necessary precautions to maintain the confidentiality of contact information
3 of the PAGA Settlement Members. This information is to be used only to carry out the Settlement
4 Administrator's duties as specified in this Settlement.

5 35. Within fourteen (14) days after the Total Settlement Payment is fully funded, the
6 Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of
7 the PAGA Fund, or as otherwise directed by the Court.

8 36. Within fourteen (14) days after the Total Settlement Payment is fully funded, the
9 Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the
10 PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court.

11 37. Within fourteen (14) days after the Total Settlement Payment is fully funded, the
12 Settlement Administrator shall distribute to the Plaintiff's Counsel their court-approved Plaintiff's
13 Counsel Payment and approved litigation costs, either via check.

14 38. Within fourteen (14) days after the Total Settlement Payment is fully funded, the
15 Settlement Administrator shall distribute to the Plaintiff's Counsel the court-approved Plaintiff's
16 Enhancement payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000).

17 39. The Settlement Administrator will send the Individual Payment to the PAGA Settlement
18 Members by postmarked First Class U.S. Mail.

19 40. To provide the best notice and delivery of Individual Payments practicable, any
20 Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-
21 marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address
22 is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator
23 shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the
24 Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and
25 will then mail the Individual Payment to the address identified by the best available technology
26 accessible to the Settlement Administrator or other mutually agreeable method. If no current address is
27 located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA
28 Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator,

the Individual Payment for that individual will be deemed undeliverable.

41. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who did not receive the Individual Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

42. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, any uncashed checks will be void and escheat to the California State Controller's Office in the name of the Class Member who did not cash his or her check.

43. No later than January 31 of the year following payment of their individual portion of the PAGA Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members who received a payment.

C. Settlement Administration Payment

44. Within fourteen (14) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall deduct an amount equivalent to the Settlement Administrative Costs.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by the LWDA and All PAGA Settlement Members

45. Upon the date of entry of an order by the Court in this Action approving this Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

B. General Release of Any and All Claims of Any Kind by Plaintiff Only

46. Upon the funding of the Total Settlement Payment, Plaintiff releases the Released Claims against the Released Parties, and makes the additional following General Release in favor of the Released Parties:

(a) Plaintiff individually hereby unconditionally waives and forever releases, discharges, any and all demands, damages, debts, liabilities, contracts, obligations, actions, causes of action and claims of every kind, nature, and description whatsoever, whether now known or unknown, suspected or unsuspected, including in equity or otherwise, which he ever had or now has against the Released Parties arising or accruing at any time prior to the Effective Date, including without limitation without limitation any matter, cause or claim arising out of or related to facts or events occurring prior to the execution of this Settlement Agreement, and/or related to Plaintiff's employment with Defendants and his separation therefrom. At a minimum, the claims released by Plaintiff include but are not limited to the following claims: (a) any claims that were or could have been brought under California Labor Code sections 132a, 201, 202, 203, 204, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 432.5, 510, 512, 558, 1050, 1054, 1194, 1194.2, 1197, 1198, 2698 et seq., 2800, et seq., the applicable Industrial Welfare Commission Wage Orders, the FLSA, and all related or corresponding federal laws, and all implementing regulations and interpreting guidance; (b) any claims that were or could have been brought under California Corporations Code, and California Business and Professions Code, including but not limited to California Business and Professions Code section 17200 et seq. as unlawful, fraudulent or misleading based on the claims, facts and allegations alleged in the Action (including, but not limited to, claims of conduct unlawful under state or federal law); (c) any other causes of action, including those seeking premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, equity, statute, or common law; (d) any claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, and (e) any other claims the Class Representative could have made related to her employment with Defendant. Plaintiff may hereafter discover facts in addition to or different from those which he now knows or believes to be true, but stipulates and agrees that, upon the funding of the Total Settlement Payment, he fully, finally, and forever settles and releases any and all claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity and without regard to the subsequent discovery or existence of such different or additional facts. Plaintiff is deemed, by operation

1 of the Order granting approval, to have agreed not to sue or otherwise make a claim against any of the
2 Released Parties for any claim.

3 (b) Plaintiff acknowledges that he has had the opportunity to review, and has reviewed,
4 California Civil Code section 1542, which provides:

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

11 Being fully informed of this provision of the Civil Code and understanding its provisions,
12 Plaintiff agrees to waive any rights under that section, and acknowledges that this Settlement Agreement
13 and the release contained herein extends to all claims that he has or might have against the Released
14 Parties, including those which are presently unknown to him or that he does not know or suspect to exist,
15 which, if known by Plaintiff, might have affected his settlement with, and release of, the Released Parties
16 or might have affected his decision.

17 **C. Tax Treatment and Tax Indemnification**

18 47. PAGA Settlement Members will assume any tax obligations or consequences which may
19 arise from their receipt of their portion of the PAGA Fund under this Settlement. PAGA Settlement
20 Members release any and all claims that they have or may have against Defendants for any and all
21 claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes,
22 indemnification, and any other recoveries related to any payments made to them or on their behalf under
23 this Settlement or any compensation provided at any time by Defendants or any of the Released Parties.
24 If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA
25 Settlement Members for their individual share of taxes related to any payments made under this
26 Settlement or any compensation provided at any time by Defendants or any of the Released Parties, each
27 PAGA Settlement Member shall be responsible for their own defense of and payment for any claim of
28 unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA
Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has
questions about any liability to any state or federal taxing authority, they shall contact the Settlement

1 Administrator. The PAGA Settlement Members shall not contact Defendants, any of the Released
2 Parties, Defense Counsel or Plaintiff's Counsel.

3 **VII. MISCELLANEOUS PROVISIONS**

4 **A. Voiding the Settlement**

5 48. A failure of the Court to approve any material condition of this Settlement shall render
6 the entire Settlement voidable and unenforceable as to Plaintiff and Defendants, at the option of Plaintiff
7 or Defendants. Each party may exercise its option to void this Settlement as provided above by giving
8 notice, in writing, to the other, and to the Court within fifteen (15) calendar days after the Order denying
9 approval of the Settlement has been received by the party seeking to void the Settlement.

10 **B. Mutual Full Cooperation**

11 49. Plaintiff and Defendants, Plaintiff's Counsel, and Defense Counsel agree to fully
12 cooperate with each other to accomplish the terms of this Settlement, including, but not limited to,
13 execution of such documents and to take such other action as may reasonably be necessary to implement
14 the terms herein. The Parties agree to use their best efforts and any other efforts that may become
15 necessary by Order of the Court or otherwise, to effectuate this Settlement.

16 **C. Parties' Authority**

17 50. The signatories hereto represent that they are fully authorized to enter into this
18 Settlement.

19 **D. Binding Nature of the Settlement**

20 51. This Settlement shall be binding upon, and inure to the benefit of, the successors or
21 assigns of the Released Parties. Plaintiff represents, covenants, and warrants that he has not directly or
22 indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights
23 released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff
24 and the PAGA Settlement Members.

25 52. This Settlement may be amended or modified only by a written instrument. No rights
26 under this Settlement may be waived except in writing.

27 53. This Settlement constitutes the entire agreement between Plaintiff and Defendants
28 relating to the terms contained herein. All prior or contemporaneous agreements, understandings and

statements, whether oral or written, whether express or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

54. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

E. Joint Drafting of Settlement Documents

55. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of an arm's-length negotiation, taking into account all relevant factors, present and potential.

56. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against any of the Parties.

F. Execution of the Settlement

57. This Settlement may be executed in one or more counterparts and by facsimile. All executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

G. No Press Release or Publicity Regarding the Terms of Settlement

58. Plaintiff and Plaintiff's Counsel, as well as Defendants and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Settlement. Further, Plaintiff and Plaintiff's Counsel shall not advertise or publicize or refer to the fact or amount of the Settlement, on their website(s), social media, any other marketing materials, or legal publication. Plaintiff and Plaintiff's Counsel will not state on their website(s), social media, any other marketing materials, or legal publications, that Defendants engaged in any act contrary to California law, or denied any payment(s) owed to any individuals, whether classified as employees or otherwise, or otherwise disparage Defendants, or otherwise identify Defendants by name. Defendants shall be allowed to report the Settlement or results of this lawsuit if required to do so

1 by public disclosure regulatory requirements or with respect to any financial or other disclosures which
2 are legally necessary. Nothing in this paragraph shall limit Plaintiff's Counsel's ability to discuss the
3 terms of the settlement with PAGA Settlement Members or to comply with any express Court orders.

4 **H. Continuing Jurisdiction of the Court**

5 59. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the
6 Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and
7 enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the
8 administration of the benefits of this Settlement.

9 **I. Representations by Plaintiff**

10 60. Plaintiff acknowledges the following:

- 11 (a) Plaintiff has carefully read and fully understand all of the provisions of this
12 Settlement;
- 13 (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this
14 Settlement and has not been coerced, threatened, or intimidated into executing
15 this Settlement;
- 16 (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of
17 this Settlement and consult with his attorney before signing this Settlement.
- 18 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
19 Plaintiff acknowledges that all parties shall bear their own fees and costs through
20 the conclusion of this action.

21 **J. Representations by Defendants**

22 61. Defendants acknowledges the following:

- 23 (a) Released Parties have carefully read and fully understand all of the provisions of
24 this Settlement;
- 25 (b) Released Parties knowingly and voluntarily agree to all of the terms set forth in
26 this Settlement and have not been coerced, threatened, or intimidated into
27 executing this Settlement;
- 28 (c) Released Parties were advised, and hereby are advised in writing, to consider the

terms of this Settlement and consult with their attorney before signing this Settlement.

- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Released Parties acknowledge that all parties shall bear their own fees and costs through the conclusion of this action.

Signatures on the Next Page

AGREED TO BY PLAINTIFF:

DATED: 3/27/2023, 2023 MAHMUDUR RAHMAN, individually and on behalf of other aggrieved employees

DocuSigned by:

Mahmudur Rahman

1668BC694163471...

AGREED TO BY DEFENDANTS:

DATED: 4, 19, 2023 NMSO, INC.

San Hui

CAO

Title

DATED: 4, 19, 2023 ANABI OIL CORPORATION

Reem A. A.

Director

Title

DATED: 4-19, 2023 ANABI CONVENIENCE CENTERS, INC.

San Hui

CAO

Title

1 AGREED TO BY PLAINTIFF'S COUNSEL:

2 **JAMES HAWKINS APLC.**

3
4 DATED: April 5, 2023



5 AGREED TO BY DEFENDANTS' COUNSEL:

6 **ATKINSON, ANDELSON, LOYA, RUUD**
7 **& ROMO**

8 DATED: April 20, 2023



EXHIBIT A

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

MAHMUDUR RAHMAN V. NMSO, INC., ANABI OIL CORPORATION, AND ANABI CONVENIENCE
CENTERS, INC. (CASE NO. 34-2020-00281076)

Simpluris
P.O. Box 26170
Santa Ana, CA 92799
Telephone: 888-369-3780

«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

**NOTICE OF PAGA SETTLEMENT AND
RELEASE**

To [NAME]:

You are receiving this notice and enclosed check as a result of a recent lawsuit brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”) (“the Action”), entitled *Mahmudur Rahman v. NMSO, Inc., Anabi Oil Corporation, and Anabi Convenience Centers, Inc.*, Case Number 34-2020-00281076, that has been settled by the parties. The enclosed check is your share of a court-approved representative action settlement between Plaintiff Mahmudur Rahman (“Plaintiff”) and Defendants NMSO, Inc., Anabi Oil Corporation, and Anabi Convenience Centers, Inc. (“Defendants”). Plaintiff filed a lawsuit against Defendants as a representative of the State of California and Defendants’ other current and former hourly non-exempt employees that performed work in California between June 22, 2019 and [APPROVAL DATE] (“PAGA Settlement Members”).

Plaintiff asserted claims against Defendants under California Labor Code § 2698 et seq., also known as the Private Attorneys General Act, based on an alleged failure by Defendants to provide meal periods and rest breaks, pay for all hours worked, accurately itemize wage statements, and timely pay final wages. The parties view this settlement as a compromise, to which they agreed in order to avoid the risks, time, and costs associated with litigation. Defendants are not admitting to any allegations of wrongdoing in this case, and in fact expressly deny that any of its practices at issue in this lawsuit were or are unlawful. Specifically, Defendants contend, among other things, that it correctly compensated all employees; provided all employees with proper meal and rest periods or paid required premiums for missed or non-compliant breaks; provided all employees with compliant wage statements; and timely paid all employees all wages owing at the time of termination. Defendants have entered into the settlement solely for purposes of resolving this dispute and avoiding continuing litigation, time, and costs.

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. And the Court has made no determination as to whether the claims alleged by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has the Court decided in favor of Plaintiff or Defendants. Instead, both parties agreed to resolve the Action with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, the parties are attempting to buy their respective peace and avoid the risks and costs associated with trial.

By the settlement of the Action, all PAGA Settlement Members have released any and all claims for civil

penalties under PAGA based on the alleged facts, including that Defendants failed to provide meal periods and rest breaks, pay for all hours worked, accurately itemize wage statements, and provide timely final wages, for the period of June 22, 2019 through [APPROVAL DATE]. Further, you are bound by the settlement and release of claims based on the Court's final judgment whether or not you cash or deposit the enclosed check. This means that you are not able to pursue a PAGA lawsuit or any related penalties against Defendants or any other released party based on such claims.

By Order dated _____, 2023, the Superior Court approved the Settlement of the PAGA claims. According to Defendant's records, you are an Aggrieved Employee and therefore entitled to a share of the PAGA settlement based upon the Court approved allocation. Enclosed with this Notice is your check for your share, there is no action required of you in this matter. The settlement check shall remain valid for 180 days.

The payment amount was calculated based on the number of work weeks you actually worked as a PAGA Settlement Member. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. Enclosed with your check is an IRS Form 1099.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties and will be reported on an IRS Form 1099. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Counsel for Plaintiff, Counsel for Defendant, Defendant, nor the Settlement Administrator may legally provide you with advice regarding the tax implications of the receipt of this settlement payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate tax forms pertaining to your payment.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Claims Administrator at [Claims Administrator], [Address], [Telephone Number].

EXHIBIT 2

Matter Billing Detail

Report Date: 5/24/2023
 Report Time: 4:19PM
 Page: 1 of 3
 User ID: Adams

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 05/24/2023
 Client: MOBIL0001 - Mahmudur Rahman
 Matter: JRH 3705 - NMSO Inc. dba Mobil Gas - Mahmudur Rahman v. NMSO Inc. dba Mobil Gas

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
06/19/2020	LRE	Legal Research- Smith v. NMSO Complaint	\$5.00		Unbilled				
06/22/2020	POS	Postage- Sent Certified Mail to 3 Agents	\$26.97		Unbilled				
06/22/2020	FST	First Legal Network- FILED- Complaint, Summons, Civil Case Cover Sheet IN#30131279	\$1,055.05		Unbilled				
06/25/2020	FIL	Filing Fee LWDA filing Fee CK#8707	\$75.00		Unbilled				
06/26/2020	FST	First Legal Network- ADD BILLING- Complaint; summons; civil case cover sheet; IN#30133807	\$478.50		Unbilled				
08/20/2020	FST	First Legal Network - Served, Complaint, summon, Civil Sheet, Ntc (3), Filed, proof of service 3, FAC, IN#30136335	\$264.00		Unbilled				
10/27/2020	FST	First Legal Network- Request for Dismissal IN#30143879	\$52.25		Unbilled				
10/27/2020	FST	First Legal Network - additional billing, request for dismissal; declartion IN#30154513	\$66.00		Unbilled				
11/10/2020	CCL	Court Call - 11.10.2020 Motion for IYF	\$94.00		Unbilled				
01/28/2021	CCL	Court Call - 01.12.2021 Motion for IYF	\$94.00		Unbilled				
03/12/2021	FST	First Legal Network - Filing, notice of CMC and complex procedure IN#30154513	\$52.25		Unbilled				
03/30/2021	FST	First Legal Network - Filing, stip to req continuanace; proposed order, PDF courtesy delivery, stip to continuanace; proposed order, Filing, P's Ntc of MIN order IN#30157230	\$156.25		Unbilled				
07/30/2021	MED	Mediation Services Judicate West CK#9363	\$4,650.00		Unbilled				
09/13/2021	FST	First Legal Network - Filing, stip and proposed order , plt's ntc of min order IN#30172635	\$126.50		Unbilled				
10/12/2021	EXA	Expert Analysis - IN#4813 CK#9541	\$750.00		Unbilled				
01/18/2022	FST	First Legal Network - Filing FAX/PDF same day, stip to request continuance of SC in#30188503	\$76.50		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
02/09/2022	FST	First Legal Network - Filing FAX/PDF same day, plaintiffs ntc of Min order, Joint report and stipulation to cont. IN#30192286	\$109.00		Unbilled				
04/04/2022	FST	First Legal Network - Filing - Notice of Minute Order IN# 30195930	\$66.00		Unbilled				
04/29/2022	FST	First Legal Network- Filed Joint Report and Stipulation to Continue IN30199329	\$76.50		Unbilled				
05/04/2022	CRT	Court Documents - 05.04.22 needed to pull signed stip off docket	\$4.00		Unbilled				
06/17/2022	INT	Interpreter/Translator Fees - Translation English to Bengali 1,618 @ \$0.22 per word - Memorandum of Settlement + Certification	\$390.96		Unbilled				
07/29/2022	FST	First Legal Network - Filing, Joint Report and Request to Cont. IN#30205948	\$54.50		Unbilled				
10/20/2022	FST	First Legal Network - Filing - Joint Report and Stip to Cont, Prop IN# 30216387	\$76.50		Unbilled				
02/08/2023	CRT	Court Documents - 02.08.23 pulling signed order off docket	\$5.40		Unbilled				
Total:			\$8,805.13	\$0.00					
Balance:			\$8,805.13						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$8,805.13						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

EXHIBIT 3



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Other Document

PAGA Number (LWDA-CM-): *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Documents

Other Document *

Other Attachment (if any)

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

EXHIBIT 4

Irma Ceja

From: Kacey E. Cook
Sent: Wednesday, May 24, 2023 4:23 PM
To: Irma Ceja; Staff
Subject: Fwd: Thank you for your Other Response or Document Submission

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, April 25, 2023 5:25:53 PM
To: Kacey E. Cook <kacey@jameshawkinsapl.com>
Subject: Thank you for your Other Response or Document Submission

04/25/2023 05:25:08 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

EXHIBIT 5



2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Andrews Kurth	Houston	355										
Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis	527	\$311	\$310	\$595	\$250	\$357	\$345	\$315	\$160	\$228	\$225
Best Best & Krieger	Riverside, CA	195	\$358	\$360	\$575	\$275	\$437	\$420	\$375	\$205	\$265	\$240
Bingham McCutchen	Boston	901										
Briggs and Morgan	Minneapolis	185			\$625	\$325			\$305	\$230		
Broad and Cassel	Orlando	160	\$377	\$350	\$575	\$295	\$435	\$395	\$350	\$180	\$265	\$265
Bryan Cave	St. Louis	908	\$475	\$460	\$795	\$375	\$565	\$553	\$540	\$200	\$356	\$360
Butzel Long	Detroit	176			\$700	\$325	\$440		\$425	\$225	\$274	
Cadwalader, Wickersham & Taft	New York	481										
Carlton Fields	Tampa	270	\$397	\$400	\$815	\$320	\$470	\$470	\$380	\$195	\$262	\$265
Cozen O'Connor	Philadelphia	504	\$439	\$410	\$900	\$305	\$510	\$490	\$550	\$225	\$330	\$330
Day Pitney	Parsippany	324	\$447	\$450	\$960	\$380	\$537	\$525	\$470	\$235	\$317	\$315
Dickinson Wright	Detroit	229			\$600	\$325			\$320	\$200		
Dickstein Shapiro	Washington	335	\$560	\$550	\$1,000	\$540	\$680	\$670	\$545	\$225	\$435	\$465
Dinsmore &	Cincinnati		\$308	\$295	\$630	\$150	\$373	\$370	\$310	\$130	\$217	\$220



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Shohl		407										
DLA Piper	New York	3,348	\$585	\$615	\$1,120	\$530	\$747	\$730	\$730	\$320	\$508	\$510
Dorsey & Whitney	Minneapolis	567	\$426	\$405	\$810	\$295	\$526	\$525	\$465	\$190	\$294	\$275
Duane Morris	Philadelphia	629	\$503	\$500	\$875	\$375	\$575	\$570	\$530	\$225	\$365	\$365
Dykema Gossert	Detroit	333	\$406	\$400	\$665	\$310	\$482	\$485	\$395	\$260	\$309	\$305
Epstein Becker & Green	New York	300	\$428	\$425	\$850	\$350	\$519	\$500	\$550	\$195	\$341	\$325
Fitzpatrick, Cella, Harper & Scinto	New York	168			\$730	\$460		\$525	\$440	\$275		\$325
Ford & Harrison	Atlanta	173										
Fox Rothschild	Philadelphia	450	\$413	\$420	\$725	\$325	\$486	\$483	\$455	\$190	\$297	\$295
Frost Brown Todd	Cincinnati	401	\$296	\$295	\$515	\$205	\$340	\$340	\$265	\$150	\$200	\$200
Gardere Wynne Sewell	Dallas	265	\$435	\$450	\$815	\$380	\$550	\$550	\$500	\$225	\$325	\$320
Gibbons	Newark	199	\$505	\$450	\$725	\$400	\$563	\$505	\$475	\$285	\$380	\$320
Harris Beach	Rochester	176			\$390	\$275			\$260	\$160		
Hiscock & Barclay	Syracuse	174	\$269	\$240	\$750	\$195	\$304	\$265	\$350	\$150	\$207	\$195
Hodgson Russ	Buffalo	199			\$685	\$240	\$378	\$360	\$420	\$180	\$234	\$225
Holland & Knight	Washington	910	\$445	\$455	\$895	\$300	\$530	\$520	\$495	\$175	\$295	\$290



4th Edition Media Company

2011 NLJ Billing Survey

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Hughes Hubbard & Reed	New York	300	\$633	\$990	\$625	\$828	\$800	\$695	\$270	\$536	\$510
Hunton & Williams	Richmond	855									
Husch Blackwell	St. Louis	551	\$341	\$850	\$225	\$395	\$390	\$425	\$175	\$226	\$210
Jackson Kelly	Charleston, WV	170	\$275	\$505	\$255	\$319	\$325	\$260	\$155	\$208	\$205
Jackson Lewis	White Plains	614									
Kaye Scholer	New York	425	\$661	\$1,080	\$685	\$831	\$835	\$705	\$310	\$519	\$525
Kelley Drye & Warren	New York	321	\$474	\$925	\$480	\$634	\$645	\$595	\$275	\$425	\$420
Knobbe Martens Olson & Bear	Irvine	268	\$439	\$735	\$415	\$525	\$500	\$495	\$295	\$346	\$345
Lane Powell	Seattle	180	\$405	\$645	\$340	\$460	\$450	\$360	\$225	\$295	\$285
Latham & Watkins	New York	1,931									
Lathrop & Gage	Kansas City, MO	281	\$337	\$735	\$275	\$390	\$390	\$410	\$205	\$246	\$245
Lewis, Rice & Fingersh	St. Louis	162	\$275	\$470	\$270			\$320	\$150		
Lowenstein Sandler	Roseland, NJ	249	\$478	\$895	\$435	\$613	\$595	\$660	\$250	\$400	\$390
Manatt, Phelps & Phillips	Los Angeles	322	\$602	\$850	\$540	\$676	\$670	\$550	\$215	\$464	\$500
McElroy, Deutsch,	Morristown, NJ	272	\$245	\$575	\$295	\$350	\$375	\$325	\$185	\$250	\$235



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Maloney & Carpenter												
McKenna Long & Aldridge	Atlanta	425	\$472	\$455	\$800	\$405	\$562	\$540	\$510	\$215	\$374	\$375
Michael Best & Friedrich	Milwaukee	208	\$321	\$310	\$650	\$245	\$413		\$310	\$205	\$241	
Miller & Martin	Chattanooga	184	\$313	\$325	\$610	\$240	\$369	\$375	\$275	\$185	\$215	\$215
Nelson Mullins Riley & Scarborough	Columbia, SC	399	\$318	\$310	\$850	\$220	\$412	\$400	\$350	\$170	\$255	\$250
Nexsen Pruet	Columbia, SC	178			\$550	\$235			\$265	\$170		
Orrick, Herrington & Sutcliffe	San Francisco	1,022										
Patton Boggs	Washington	512	\$546	\$540	\$990	\$410	\$659	\$645	\$570	\$240	\$410	\$415
Pepper Hamilton	Philadelphia	459			\$825	\$380	\$557		\$460	\$235	\$344	
Perkins Cole	Seattle	693	\$462		\$875	\$285	\$550	\$545	\$590	\$215	\$368	
Phelps Dunbar	New Orleans	280	\$236	\$225	\$465	\$190	\$281	\$275	\$245	\$150	\$189	\$190
Polsinelli Shughart	Kansas City, MO	466			\$630	\$275			\$335	\$205		
Reed Smith	Pittsburgh	1,449										
Saul Ewing	Philadelphia	220	\$431	\$450	\$750	\$350	\$502	\$490	\$495	\$245	\$326	\$300
Schulte Roth	New York		\$615	\$630	\$935	\$770	\$846	\$840	\$675	\$285	\$608	\$580



2011 NLJ Billing Survey

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[illegible]



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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Winstead	Dallas	265	\$406		\$680	\$365	\$477		\$410	\$215	\$301	
Winston & Strawn	Chicago	868	\$557	\$550	\$1,130	\$580	\$713	\$700	\$600	\$350	\$434	\$413
Wyatt, Tarrant & Combs	Louisville	181	\$312	\$350	\$500	\$240	\$325	\$375	\$275	\$180	\$220	\$235