

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
3 Molly A. DeSario (SBN 230763)
Molly.DeSario@capstonelawyers.com
4 Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
5 CAPSTONE LAW APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Jose Cortez

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 JOSE CORTEZ, as an aggrieved employee
pursuant to the Private Attorneys General Act
12 (“PAGA”), on behalf of the State of California
and other aggrieved employees,

13 Plaintiff,

14
15 vs.

16 B & V ENTERPRISES, INC., a California
corporation; and DOES 1 through 10, inclusive,

17
18 Defendants.
19
20
21
22
23
24
25
26
27
28

Case No. 20STCV44113

Assigned to the Hon. Wendy Chang

RESERVATION NO. 539054444041

**NOTICE OF MOTION AND MOTION FOR
COURT APPROVAL OF THE PARTIES’
PAGA SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT**

Date: August 13, 2024

Time: 8:30 a.m.

Place: Department 36

Filing Date: November 16, 2020

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on August 13, 2024 at 8:30 a.m., or as soon thereafter as
3 counsel may be heard, in Department 36 of the above-captioned court, located at 111 North Hill Street,
4 Los Angeles, California 90012, the Honorable Wendy Chang presiding, Plaintiff Jose Cortez will, and
5 hereby does, move this Court for entry of an order and judgment approving the Parties' PAGA
6 settlement pursuant to Labor Code section 2699(l)(2).

7 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the Memorandum of
8 Points and Authorities in Support of Motion for Court approval of the PAGA Settlement; (3) the
9 Declaration of Raul Perez, which attaches the PAGA Settlement Agreement; (4) the Declaration of Eve
10 Howe; (5) the Declaration of Edwin Aiwarzian; (6) the Declaration of Jose Cortez; (7) the Declaration of
11 Carla Aguilar (attached as Exhibit 3 to the Declaration of Eve Howe); (8) the Declaration of Zakiya Sun
12 Ellis; (9) [Proposed] Order and Judgment Approving the PAGA Settlement Agreement; (10) the records,
13 pleadings, and papers filed in this action; and (11) upon such other documentary and oral evidence or
14 argument as may be presented to the Court at or prior to the hearing of this Motion.

15
16 Dated: June 14, 2024

Respectfully submitted,

CAPSTONE LAW APC

17
18 By: _____

Raul Perez
Robert J. Drexler, Jr.
Molly A. DeSario
Jonathan Lee

19
20
21 Attorney for Plaintiff Jose Cortez
22
23
24
25
26
27
28

TABLE OF CONTENTS

I.	INTRODUCTION.....	8
II.	FACTS AND PROCEDURE	9
A.	Brief Overview of the Litigation and Protracted Settlement Negotiations	9
B.	The Parties Negotiated a Fair and Reasonable Settlement of Plaintiffs’ Claims	11
1.	Terms of the Settlement and Distribution of PAGA Penalties	11
2.	Allocations to the LWDA and Aggrieved Employees.....	11
3.	The Settled PAGA Claims	12
III.	ARGUMENT	12
A.	The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful, and Fulfill PAGA’s Underlying Purpose To Benefit the Public	12
B.	The Settlement Is Reasonable Given the Risks of Further Litigation.....	13
C.	The Requested Recovery In Litigation Expenses Is Reasonable.....	20
D.	The Court Should Award the Requested Attorneys’ Fees in the Amount of Approximately One-Third of the Gross Settlement Fund.....	21
E.	A Lodestar Cross-Check Confirms that the Requested Attorneys’ Fees Are Fair and Reasonable	24
F.	The Court Should Approve the Negotiated Service Award Payment	26
IV.	CONCLUSION.....	28

TABLE OF AUTHORITIES

STATE CASES

<i>Amaral v. Cintas Corp. No. 2</i> , 163 Cal. App. 4th 1157 (2008)	13, 20, 26
<i>Amaro v. Anaheim Arena Mgmt., LLC</i> , 69 Cal. App. 5th 521 (2021)	22
<i>Bank of America v. Cory</i> , 164 Cal. App. 3d 66 (1985).....	22
<i>Beasley v. Wells Fargo Bank</i> , 235 Cal. App. 3d 1407 (1991)	20
<i>Brinker Rest. Corp. v. Superior Ct.</i> , 53 Cal. 4th 1004 (2012).....	15
<i>Carrington v. Starbucks Corp.</i> , 30 Cal. App. 5th 504 (2018).....	19
<i>Chavez v. Netflix, Inc.</i> , 162 Cal. App. 4th 43 (2008).....	22, 23
<i>Ctr. for Biological Diversity v. Cty. of San Bernardino</i> , 185 Cal. App. 4th 866 (2010).....	26
<i>Dailey v. Sears, Roebuck & Co.</i> , 214 Cal. App. 4th 974, 1000-02 (2013).....	16
<i>Elder v. Schwan Food Co.</i> , No. B223911, 2011 WL 1797254 (Cal. Ct. App. May 12, 2011).....	20
<i>Gunther v. Alaska Airlines, Inc.</i> , 72 Cal. App. 5th 334 (2021)	13
<i>Horsford v. Board of Trustees</i> , 132 Cal. App. 4th 359 (2005)	26
<i>In re Consumer Privacy Cases</i> , 175 Cal. App. 4th 545 (2009)	25
<i>Iskanian v. CLS Transp. Los Angeles, LLC</i> , 59 Cal. 4th 348 (2014)	9, 12, 21, 28
<i>Kerkeles v. City of San Jose</i> , 243 Cal. App. 4th 88 (2015)	25
<i>Laffitte v. Robert Half Int’l Inc.</i> , 1 Cal.5th 480 (2016).....	22, 24
<i>Laffitte v. Robert Half Internat. Inc.</i> , 231 Cal. App. 4th 860 (2016) (<i>Laffitte I</i>).....	23
<i>Lawson v. ZB, N.A.</i> , 18 Cal. App. 5th 705 (2017).....	14
<i>Lealao v. Beneficial Cal. Inc.</i> , 82 Cal. App. 4th 19 (2000)	23
<i>MMM Holdings, Inc. v. Reich</i> , 21 Cal. App. 5th 167 (2018).....	28
<i>Moniz v. Adecco USA, Inc.</i> , 72 Cal. App. 5th 56 (2021)	8, 12
<i>Olson v. Automobile Club of Southern Calif.</i> , 42 Cal. 4th 1142 (2008)	20
<i>Pellegrino v. Robert Half Int’l</i> , 182 Cal. App. 4th 278 (2010)	26
<i>People ex rel. Strathmann v. Acacia Research Corp.</i> , 210 Cal. App. 4th 487 (2012)	21, 28

1	<i>PLCM Group v. Drexler</i> , 22 Cal. 4th 1084 (2000).....	25
2	<i>Serrano v. Priest</i> , 20 Cal. 3d 25 (1977).....	26
3	<i>Thayer v. Wells Fargo Bank</i> , 92 Cal. App. 4th 819 (2001).....	26
4	<i>Thurman v. Bayshore Transit Mgmt.</i> , 203 Cal. App. 4th 1112 (2012).....	20
5	<i>Williams v. Superior Court</i> , 3 Cal. 5th 531 (2017)	12
6	<i>ZB, N.A. v. Super. Ct.</i> , 8 Cal. 5th 175 (2019).....	14
7		
8	FEDERAL CASES	
9	<i>Aguirre v. Genesis Logistics</i> , No. SACV 12-00687 JVS (ANx), 2013 WL 10936035	
10	(C.D. Cal. Dec. 30, 2013).....	20
11	<i>Bernstein v. Virgin Am., Inc.</i> , 990 F.3d 1157 (9th Cir. 2021)	13
12	<i>Billinghausen v. Tractor Supply Co.</i> , 306 F.R.D. 245 (N.D. Cal. 2015).....	26
13	<i>Boeing Co. v. Van Gernert</i> , 444 U.S. 472 (1980)	22
14	<i>Chen v. Morgan Stanley Smith Barney, LLC</i> , No. 8:14-CV-01077 ODW (FFMx), 2014	
15	WL 4961182 (C.D. Cal., October 2, 2014).....	13
16	<i>Chun-Hoon v. McKee Foods Corp.</i> , 716 F. Supp. 2d 848 (N.D. Cal. 2010).....	26
17	<i>Cotter v. Lyft, Inc.</i> , 193 F. Supp. 3d 1030 (N.D. Cal. 2016).....	19
18	<i>Fernandez v. Victoria Secret Stores, LLC</i> , No. CV 06-04149 MMM SHX, 2008 WL	
19	8150856 (C.D. Cal. July 21, 2008)	23
20	<i>Fleming v. Covidien Inc.</i> , No. ED CV 10-01487 RGK (OPx) (OPX), 2011 WL 7563047	
21	(C.D. Cal. Aug. 12, 2011)	19, 20
22	<i>Forrester v. Roth's I.G.A. Foodliner, Inc.</i> , 646 F.2d 413 (9th Cir. 1981).....	15
23	<i>Gonzalez v. Officemax N. Am.</i> , No. CV 07-04839 JVS MLGX, 2012 WL 5473764 (C.D.	
24	Cal. Nov. 5, 2012).....	16
25	<i>In re Rite Aid Corp. Securities Litig.</i> , 396 F.3d 294 (3d Cir. 2005)	22
26	<i>In re Toys 'R' Us-Del., Inc. FACTA Litig.</i> , 295 F.R.D. 438 (C.D. Cal. 2014).....	27
27	<i>La Fleur v. Medical Management Intern, Inc.</i> , No. 13-00398-VAP, 2014 WL 2967475	
28	(C.D. Cal. June 25, 2014).....	27

1	<i>Li v. A Perfect Day Franchise, Inc.</i> , No. 5:10-CV-01189-LHK, 2012 WL 2236752 (N.D.	
2	Cal. June 15, 2012)	20
3	<i>Moreno v. City of Sacramento</i> , 534 F.3d 1106 (9th Cir. 2008)	25
4	<i>Nguyen v. Baxter Healthcare Corp.</i> , No. 8:10-CV-01436-CJC, 2011 WL 6018284 (C.D.	
5	Cal. Nov. 28, 2011).....	16
6	<i>O'Connor v. Starbucks Corp.</i> , No. C 06-3706 VRW, 2008 WL 2761586 (N.D. Cal. July	
7	14, 2008)	18
8	<i>Salazar v. Sysco Central Cal.</i> , No. 15-01758-DAD, 2017 WL 1135801 (E.D. Cal. Feb. 2,	
9	2017).....	8, 13
10	<i>Six (6) Mexican Workers v. Arizona Citrus Growers</i> , 904 F.2d 1301 (9th Cir. 1990).....	22
11	<i>Staton v. Boeing Co.</i> , 327 F.3d 938 (9th Cir. 2003).....	22
12	<i>Titus v. McLane Foodservice, Inc.</i> , No. 216CV00635KJMEFB, 2016 WL 4797497	
13	(E.D. Cal. Sept. 14, 2016)	15
14	<i>Trang v. Turbine Engine Components Technologies Corp.</i> , No. CV 12–07658 DDP	
15	(RZx), 2012 WL 6618854 (C.D. Cal. Dec. 19, 2012)	13
16	<i>Vieyara-Flores v. Sika Corp.</i> , No. EDCV19606JVSKKX, 2019 WL 2436998 (C.D. Cal.	
17	June 10, 2019)	13
18		
19	STATE STATUTES	
20	Cal. Lab. Code § 558.....	14
21	Cal. Lab. Code § 2699(e)(2).....	9
22	Cal. Lab. Code § 2699(g).....	9
23	Cal. Lab. Code § 2699(h).....	19
24	Cal. Lab. Code § 2699(i).....	9
25	Cal. Lab. Code § 2699(l)(2).....	8, 12
26		
27		
28		

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

SECONDARY AUTHORITIES

Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study*, J. of
Empirical Legal Studies, Vol. 1, Issue 1 (March 2004)..... 23

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Lab. Code. §§ 2698, *et seq.*, “PAGA”), Plaintiffs¹ Jose Cortez, Carla Aguilar, and Zakiya Sun Ellis (“Plaintiffs”) seek Court approval of the settlement of their claims for PAGA civil penalties. This motion is unopposed by Defendant B&V Enterprises, Inc. (“Defendant”) (collectively with Plaintiffs, the “Parties”).

The PAGA provides that “[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part.” Lab. Code § 2699(l)(2). In *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021), the Court of Appeal explained that similar to class action settlements, the trial court should satisfy itself that the settlement is “fair, adequate, and reasonable” in view of PAGA’s “purposes and policies.” The statute does not, however, require the two-step process utilized in class actions. *See Salazar v. Sysco Central Cal.*, No. 15-01758-DAD, 2017 WL 1135801, *2 (E.D. Cal. Feb. 2, 2017) (rejecting the application of class action settlement rules and procedures for PAGA settlement approval). Nothing in the PAGA changes the strong judicial preference in support of approving settlements.

The principal terms of the PAGA Settlement Agreement² are as follows:

- (1) The filing of a Second Amended Complaint to add Carla Aguilar and Zakiya Sun Ellis as named Plaintiffs to and consolidate their PAGA claims with the PAGA claims in the instant action.
- (2) A non-reversionary Maximum Settlement Amount of \$1,100,000, which includes payments to the LWDA and Aggrieved Employees for their respective shares of the PAGA Penalties Fund, Plaintiffs’ payments for general releases of all claims arising out of their employment with Defendant, Plaintiffs’ attorneys’ fees and litigation costs, and settlement administration costs.

¹ Carla Aguilar and Zakiya Sun Ellis are the named plaintiffs in the related actions entitled *Carla Aguilar v. B&V Enterprises, Inc.*, No. 20STCV28012 (Los Angeles County Superior Court) and *Zakiya Sun Ellis v. B&V Enterprises, Inc. dba Super King Markets*, No. 21GDCV00587 (Los Angeles County Superior Court).

² Unless indicated otherwise, all capitalized terms used herein have the same meaning as those defined by the PAGA Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Raul Perez filed in conjunction with this motion.

- (3) The creation of a PAGA Penalties Fund of approximately \$963,333, which will be paid to aggrieved employees and the LWDA in full satisfaction of all Settled Claims (“PAGA Penalties Fund”).
- (a) Seventy-five percent of the PAGA Penalties Fund, or approximately \$722,499.75, will be paid to the LWDA pursuant to Labor Code section 2699(i).
- (b) Twenty-five percent of the PAGA Penalties Fund, or approximately \$240,833.25, will be paid to all persons who were employed by Defendant at its California Super King grocery stores in non-exempt positions at any time during the period from February 19, 2020 through December 31, 2023 (“Aggrieved Employees”). There are approximately 5,000 Aggrieved Employees.
- (4) Payments of \$10,000, each, to Plaintiffs as consideration for general releases of all claims they may have against Defendant arising out of their employment.
- (5) Reasonable attorneys’ fees and costs under Labor Code section 2699(g) for Plaintiffs’ Counsel’s successful prosecution and resolution of this action. Plaintiffs request \$366,667 in attorneys’ fees and up to \$50,000 in costs for their counsel, Capstone Law APC, Lavi & Ebrahimi LLP, and Lawyers *for* Justice, PC (“Plaintiffs’ Counsel”).
- (6) Settlement Administration Costs of approximately \$20,000 to CPT Group, Inc.

The civil penalties secured by the settlement represent a fair compromise of Plaintiffs’ PAGA claim in view of the risks of continued litigation and the hotly contested issues of law and fact relating to PAGA claims. The Settlement accomplishes PAGA’s objectives by imposing sufficient civil penalties “to punish and deter” Defendant from committing any of the Labor Code violations alleged, while also ensuring that the penalties are not “unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(e)(2); *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal. 4th 348, 384 (2014).

For these reasons, Plaintiffs respectfully request that the Court approve the Settlement and enter the proposed Order Approving the PAGA Settlement Agreement and the proposed Judgment.

II. FACTS AND PROCEDURE

A. Brief Overview of the Litigation and Protracted Settlement Negotiations

Defendant operates eight grocery stores in Southern California under the “Super King Markets”

1 brand name. Defendant employed Plaintiffs in non-exempt positions during the Settlement Period at its
2 California Super King grocery stores.

3 Plaintiff Cortez filed his PAGA Complaint against Defendant on November 16, 2020.
4 (Declaration of Raul Perez [“Perez Decl.”] ¶ 2.) The Complaint alleges that Defendant failed to, *inter*
5 *alia*: (a) compensate aggrieved employees with all required overtime pay; (b) compensate aggrieved
6 employees with at least minimum wages for all hours worked; (c) provide aggrieved employees with
7 meal periods; (d) authorize and permit aggrieved employees to take rest periods; (e) provide aggrieved
8 employees with recovery periods; (f) provide accurate and complete wage statements to aggrieved
9 employees; (g) maintain payroll records; (h) pay all earned wages during employment; (i) pay all earned
10 wages upon termination of employment; (k) to provide suitable seating to aggrieved employees; and (l)
11 to reimburse aggrieved employees for all business expenses necessarily incurred. (*Id.*)

12 Plaintiff Aguilar filed her PAGA Complaint against Defendant in the Los Angeles County
13 Superior Court on July 24, 2020. The Complaint alleges that Defendant failed to provide suitable seating
14 to aggrieved employees under Wage Order subdivisions 14(A) (during active periods of work) and
15 14(B) (during lulls in activity for work that requires standing). (*Id.*)

16 Plaintiff Ellis filed her PAGA Complaint in the Los Angeles County Superior Court on April 27,
17 2021. The Complaint alleged that Defendant failed to, *inter alia*: (a) pay overtime; (b) provide meal
18 periods; (c) provide rest periods; (d) pay minimum wages; (e) time pay wages upon termination of
19 employment; (f) timely pay wages during employment; (g) provide complete and accurate wage
20 statements; (h) keep complete and accurate payroll records; and (i) reimburse necessary business-related
21 expenses.

22 On February 16, 2022, Plaintiffs Cortez and Aguilar and Defendant participated in a mediation
23 with Todd Smith, Esq., an experienced mediator of wage and hour actions. (Perez Decl. ¶ 4.) Mr. Smith
24 helped to manage the Parties’ expectations and provided a useful, neutral analysis of the issues and risks
25 to both sides. (*Id.*) Although the Parties did not settle at mediation, Mr. Smith helped to narrow the gap
26 between the Parties’ respective positions. (*Id.*)

27 With Mr. Smith’s continuing guidance, and following nearly two years of continuing
28 negotiations, the Parties were eventually able to negotiate a complete settlement of Plaintiffs’ claims. (*Id.*)

1 at ¶ 5.) The terms of the settlement are now set forth in complete and final form in the PAGA Settlement
2 Agreement. (*Id.*, Ex. 1.) At all times, the Parties' negotiations were adversarial and non-collusive. (*Id.*)
3 The Settlement therefore constitutes a fair, adequate, and reasonable compromise of the claims at issue.
4 (*Id.*)

5 **B. The Parties Negotiated a Fair and Reasonable Settlement of Plaintiffs' Claims**

6 **1. Terms of the Settlement and Distribution of PAGA Penalties**

7 The Settlement Agreement provides that Defendant will pay a total of \$1,100,000 to settle this
8 Action. (Settlement Agreement ¶ 15.) From this amount, payments will be made: (a) to the LWDA and
9 Aggrieved Employees; (b) to Plaintiffs as compensation for general releases of claims arising out of their
10 employment with Defendant; (c) to Plaintiffs' Counsel for their attorneys' fees and litigation costs; and
11 (d) and to the Settlement Administrator (CPT) for settlement administration costs. (*Id.* at ¶¶ 16-18, 26.)

12 The resulting balance will be distributed to the LWDA and Aggrieved Employees. The LWDA
13 will receive approximately \$722,499.75. Aggrieved Employees will receive approximately \$240,833.25.
14 The Aggrieved Employees encompassed by the proposed Settlement are all persons who were employed
15 by Defendant at its California Super King grocery stores in non-exempt positions at any time during the
16 period from February 19, 2020 through December 31, 2023. (*Id.* at ¶ 2.) There are approximately 5,000
17 Aggrieved Employees.

18 **2. Allocations to the LWDA and Aggrieved Employees**

19 Payments to Aggrieved Employees will be made from the PAGA Penalties Fund. The individual
20 allocations will be calculated on a pro-rata basis using the number of pay periods worked by each
21 employee. Defendant will provide the total number of pay periods worked by each Aggrieved Employee
22 and the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.
23 (Settlement Agreement ¶ 16.) The Settlement Administrator will calculate each Aggrieved Employee's
24 payment using the proportional number of pay periods during which the employee worked. (*Id.*) Thus,
25 the Settlement Administrator will perform the following calculation to calculate individual payments:
26 Settlement Payment = (25% of PAGA Penalties Fund) × (pay periods worked by individual Aggrieved
27 Employee during the Settlement Period ÷ total pay periods worked by all Aggrieved Employees during
28 the Settlement Period). (*Id.*)

1 This is a fair and equitable means of allocating the penalties. Aggrieved Employees who worked
2 for a longer duration during the Settlement Period will receive proportionally larger payments than those
3 employees who worked for shorter durations.

4 **3. The Settled PAGA Claims**

5 Upon the Effective Date, Plaintiffs and all Aggrieved Employees will be forever barred from
6 pursuing against Defendant and the Released Parties any and all Settled Claims during the Settlement
7 Period. (Settlement Agreement ¶¶ 11, 24.) Additionally, Plaintiffs have agreed to a broader general
8 release of all claims of any kind against Defendant. (*Id.* at ¶¶ 25-26.)

9 **III. ARGUMENT**

10 **A. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful, and** 11 **Fulfill PAGA’s Underlying Purpose To Benefit the Public**

12 Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other
13 current or former employees to recover civil penalties for Labor Code violations. *Iskanian*, 59 Cal. 4th at
14 380. Seventy-five percent of any penalties recovered go to the LWDA, leaving the remaining twenty-
15 five percent for aggrieved employees. *Id.* PAGA is intended “to augment the limited enforcement
16 capability of [LWDA] by empowering employees to enforce the Labor Code as representatives of the
17 Agency.” *Id.* at 383. A judgment in a PAGA action binds all those, including non-party aggrieved
18 employees, who would be bound by a judgment in an action brought by the government. *Id.* at 381.

19 A superior court must review and approve any PAGA settlement. Cal. Lab. Code § 2699(l)(2).
20 The court’s review “ensur[es] that any negotiated resolution is fair to those affected.” *Williams v.*
21 *Superior Court*, 3 Cal. 5th 531, 549 (2017). The Court’s evaluation of the settlement must “determine
22 whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law
23 violations, deter future ones, and to maximize enforcement of state labor laws.” *Moniz, Inc.*, 72 Cal. App.
24 5th at 77.

25 The Court’s evaluation of the settlement should therefore not focus on “restitution”—the average
26 recovery per aggrieved employee, as in a class action settlement, but rather take into account PAGA’s
27 statutory purpose in deterring Labor Code violations through the imposition of civil penalties, with
28 special attention on whether the relief is “genuine and meaningful.” *Salazar*, 2017 WL 1135801 at *2.

1 **B. The Settlement Is Reasonable Given the Risks of Further Litigation**

2 In assessing whether the amount of civil penalties is genuine and meaningful, the Court may
3 balance the amount in penalties against the risks of further litigation. Here, Plaintiffs obtained a
4 meaningful amount of civil penalties despite facing hurdles had the litigation continued. Based on
5 information and evidence produced by Defendant during discovery, Plaintiffs’ Counsel determined that
6 Aggrieved Employees worked during a total of approximately 148,895 pay periods during the PAGA
7 statute of limitations period. Unless otherwise provided by the Labor Code, PAGA civil penalties for
8 Labor Code violations are calculated according to Labor Code 2699(f)(2): If, at the time of the alleged
9 violation, the person employs one or more employees, the civil penalty is \$100 for each aggrieved
10 employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period
11 for each subsequent violation (the “subsequent violation penalty”).

12 However, a number of courts have found that the “subsequent” penalty under PAGA applies
13 only after a court or the Labor Commissioner determines that the employer has violated the Labor Code.
14 *See Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 356 (2021) (“the increased \$200 civil penalty
15 for ‘subsequent violation[s]’ does not apply unless [Plaintiff] presents evidence that the Labor
16 Commission or a court notified [Defendant] that it was in violation of the Labor Code.”); *Bernstein v.*
17 *Virgin Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing judgment as to “heightened civil
18 penalties” because the defendant was not given notice by the Labor Commissioner when the
19 “subsequent” violations occurred).³ Under this line of cases, Defendant’s exposure would be calculated
20 as follows.

21
22
23 ³ *See also Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSCKX, 2019 WL 2436998, at *5
24 (C.D. Cal. June 10, 2019) (“employers are not subject to heightened penalties . . . until a court or
25 commissioner notifies the employer that it is in violation of the Labor Code . . . [Plaintiff] has not offered
26 evidence that the Labor Commission or a court has notified them of PAGA violations [thus] PAGA’s
27 heightened penalty of \$200 for subsequent violations will not be calculated to determine the amount in
28 controversy”); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014
WL 4961182 (C.D. Cal., October 2, 2014) (“Under the Labor Code, if an employer does not have notice
that they are committing a violation, they are not subject to the heightened penalties.”); *Trang v. Turbine*
Engine Components Technologies Corp., No. CV 12–07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal.
Dec. 19, 2012) (“courts have held that employers are not subject to heightened penalties for subsequent
violations unless and until a court or commissioner notifies the employer that it is in violation of the
Labor Code”), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008).

Claims	Pay Periods with Alleged Violations	Penalty Per Violation	Probability of Recovering Maximum Penalties	Realistic Exposure at Trial (Expected Value)
Off-the-Clock	74,450	\$50 ⁴	10%	\$372,250.00
Reporting Time	74,450	\$100	25%	\$1,861,250.00
Labor Code § 2810.5	5,000	\$100	5%	\$25,000.00
Meal Period	74,450	\$50	25%	\$930,625.00
Rest Period	148,895	\$50	25%	\$1,861,187.50
Wage Statement	74,450	\$100	5%	\$372,250.00
Final Pay Claim	3,000	\$100	5%	\$15,000.00
Compelled Patronization	433	\$100	5%	\$2,165.00
Business Expenses	37,250	\$100	15%	\$558,750.00
Seating	56,530	\$100	10%	\$565,300.00
Total				\$6,563,777.50

Understandably, for purposes of evaluating the settlement’s reasonableness, this estimate must be “tempered by factors such as the risk of losing at trial, the expense of litigating the case, and the expected delay in recovery (often measured in years).” *In re Toys R Us-Delaware, Inc.-- Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 453 (C.D. Cal. 2014). Ultimately, Plaintiffs’ Counsel determined an appropriate range of recovery for settlement purposes by offsetting Defendant’s realistic exposure at trial by: (a) the strength of the defenses to the merits of Plaintiffs’ claims (discussed below); (b) the risk of losing on any of a number of dispositive motions that could have been brought between now and trial (e.g., motions for summary judgment, and/or motions in limine) that might have eliminated all or some of Plaintiffs’ claims, or barred evidence/testimony in support of the claims; (c) the risk of losing at trial; (d) the chances of a favorable verdict being reversed on appeal; and (e) the difficulties attendant to collecting on a judgment (collectively, the “Discount Factors”). With respect to defenses to the claims, Defendant would have presented the following

⁴ Labor Code section 558 authorizes the Labor Commissioner to seek civil penalties for overtime and other workday violations at an initial violation rate of \$50 for each underpaid employee for each pay period and a subsequent violation rate of \$100 for each underpaid employee for each pay period. *See* Lab. Code § 558. Plaintiffs accordingly apply these penalty rates for their off-the-clock, meal period, and rest period claims. *See ZB, N.A. v. Super. Ct.*, 8 Cal. 5th 175, 197 (2019) (calculating PAGA penalties for overtime violations according to the Section 558 penalty rates); *Lawson v. ZB, N.A.*, 18 Cal. App. 5th 705, 724 (2017), as modified (Dec. 21, 2017), *aff’d but criticized sub nom. ZB, N.A. v. Super. Ct.*, 8 Cal. 5th 175 (2019) (“we note that with respect to the meal break and rest break violations . . . section 558 provides either a \$50 or \$100 assessment for each violation during a pay period”).

arguments at trial:

Defenses to the Off-the-Clock Claim: Defendant would have argued that its labor policies prohibit off-the-clock work, that employees were properly compensated for all time worked, and any time worked off-the-clock would not be reflected in the time records, making it practically impossible to determine whether any Aggrieved Employee worked off-the-clock without engaging in thousands of individualized inquiries. *See Brinker Rest. Corp. v. Superior Ct.*, 53 Cal. 4th 1004, 1051-52 (2012) (holding that in the absence of a uniform, companywide policy, proof of liability is individual). Defendant would also have argued that for Plaintiffs to establish that it failed to pay Aggrieved Employees for all hours worked, Plaintiffs would have had to prove that it was aware that they were working hours for which they were not compensated. For example, in *Forrester v. Roth's I.G.A. Foodliner, Inc.*, 646 F.2d 413 (9th Cir. 1981), the Ninth Circuit held that “where an employer has no knowledge that an employee is engaging in overtime work and that employee fails to notify the employer or deliberately prevents the employer from acquiring knowledge of the overtime work, the employer’s failure to pay for the overtime hours is not a violation [of overtime requirements].” *Id.* at 414.

Defenses to the Reporting Time Claim: Defendant claimed that its policies concerning reporting time were at all times compliant with the Labor Code and Wage Orders, and that any deviations from those policies were anomalous incidents for which Defendant should not be held accountable on a representative basis.

Defenses to the 2810.5 Claim: Defendant would have argued that Plaintiffs cannot recover PAGA penalties for Labor Code section 2810.5 violations because Labor Code section 2699(g)(2) provides that “[n]o action shall be brought under this part for any violation of a posting, notice, agency, reporting, or filing requirement of [the Labor Code], except where the filing or reporting requirement involves mandatory payroll or workplace injury reporting.” Cal. Lab. Code § 2699(g)(2); *see also Titus v. McLane Foodservice, Inc.*, No. 216CV00635KJMEFB, 2016 WL 4797497, at *1 (E.D. Cal. Sept. 14, 2016). Had the litigation continued, Defendant would likely have moved for summary judgment on this claim.

Defenses to the Meal Period Claim: Defendant would have argued that it has no obligation to “guarantee” or “ensure” that meal periods are taken by all employees at all times. *Brinker*, 53 Cal. 4th at

1 1040 (employers are “not obligated to police meal breaks and ensure no work thereafter is performed”).
2 Rather, an employer satisfies (as Defendant would argue) its obligation to provide meal periods if “it
3 relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable
4 opportunity to take an uninterrupted 30-minute break, and does not impede or discourage them from
5 doing so.” *Id.* Defendant argued that there is no “basis in the wage order or statute” for the notion “that
6 an employer must ensure that no work is done – i.e., prohibit work” during a meal period. *Id.* at 1038;
7 *see also Murphy*, 40 Cal. 4th at 1104 (finding a violation occurs only if the employee is “forced to forgo
8 his or her meal period”).

9 Defendant would have argued at trial that “to assert a meal break claim, the employee must show
10 that he was **forced to forego** his meal breaks as opposed to merely showing that he did not take them.”
11 *Nguyen v. Baxter Healthcare Corp.*, No. 8:10-CV-01436-CJC, 2011 WL 6018284, at *5 (C.D. Cal.
12 Nov. 28, 2011) (emphasis in original); *see also Brinker*, 53 Cal. 4th at 1034; *Dailey v. Sears, Roebuck*
13 *& Co.*, 214 Cal. App. 4th 974, 1000-02 (2013); *Gonzalez v. Officemax N. Am.*, No. CV 07-04839 JVS
14 MLGX, 2012 WL 5473764, at *5 (C.D. Cal. Nov. 5, 2012).

15 **Defenses to the Rest Period Claim:** Defendant would have argued that absent a shift-by-shift,
16 break-by-break, employee-by-employee inquiry, there was simply no way to know (1) whether a break
17 was taken; and (2) if not, why not. Defendant also would have argued that even if employees recorded
18 every rest break ever taken, their time records would still be insufficient to prove liability. For each
19 instance where an employee did not take a 10-minute rest period by the end of the fourth hour of work,
20 the trier of fact would still have to determine why that particular employee had less than their full
21 allotment of rest time. Defendant would have also argued that the lack of any actual policy of
22 discouraging Aggrieved Employees from taking their rest periods would have made it virtually
23 impossible to succeed on the claim.

24 **Defenses to the Wage Statement Claim:** Defendant would have argued that, without more,
25 wage statement claims are nothing but technical violations for which Aggrieved Employees suffer no
26 injury. Specifically, Labor Code section 226 claim imposes penalties only for “knowing and intentional”
27 failures to comply with the statute’s itemization requirements. In *Naranjo v. Spectrum Sec. Servs., Inc.*,
28 88 Cal. App. 5th 937 (2023), the California court of appeal found that if a “good faith dispute” exists as

1 to whether wages are due to an employee, then the employer is not liable for wage statement penalties.

2 Additionally, Labor Code section 226 requires the employee to prove not only that the violation
3 was “knowing and intentional,” but that the violation resulted in an “injury.” Defendant would have
4 argued that the “deprivation of [the] information [required by 226(a)],” by itself, is not a cognizable
5 injury. *Price v. Starbucks Corp.*, 192 Cal. App. 4th 1136, 1142-1143 (2011) (internal citations omitted);
6 *see also Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1334 (2018) (“But inaccurate wage
7 statements alone do not justify penalties; the plaintiffs must establish injury flowing from the
8 inaccuracy”).

9 **Defenses to the Final Pay Claim:** While Section 203 penalties are relatively straightforward to
10 calculate, the analysis becomes more difficult for settlement purposes as derivative waiting-time
11 penalties are only as strong as the underlying predicate claims, and are subject to good faith defenses. For
12 example, defendants commonly argue that no waiting-time penalties can be awarded unless the failure to
13 pay wages is “willful,” an element that Plaintiffs acknowledge would have been difficult to prove. The
14 California Code of Regulations specifically provides:

15 A willful failure to pay wages within the meaning of Labor Code Section 203
16 occurs when an employer intentionally fails to pay wages to an employee when
17 those wages are due. However, a good faith dispute that any wages are due will
18 preclude imposition of waiting time penalties under Section 203...

19 A “good faith dispute” that any wages are due occurs when an employer presents
20 a defense, based in law or fact which, if successful, would preclude any recover[y]
21 on the part of the employee. The fact that a defense is ultimately unsuccessful will
22 not preclude a finding that a good faith dispute did exist. Defenses presented
23 which, under all the circumstances, are unsupported by any evidence, are
24 unreasonable, or are presented in bad faith, will preclude a finding of a “good faith
25 dispute.”

26 Cal. Code Regs. tit. 8, § 13520.

27 Subsequent California cases have held that a good faith dispute as to whether wages were owed
28 (including a good faith belief in a legal defense) precludes an award of waiting time penalties under
Section 203. *Nordstrom Comm’n Cases*, 186 Cal. App. 4th 576, 584 (2010) (“There is no willful failure
to pay wages [under Section 203] if the employer and employee have a good faith dispute as to whether
and when the wages were due”); *see also Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 325 (2005)
 (“A good faith belief in a legal defense will preclude a finding of willfulness”).

1 And case law interpreting “willful” holds that even unsuccessful good faith defenses will be
2 sufficient to preclude recovery so long as an employer’s “position is not so untenable as to constitute bad
3 faith” or is not supported by any evidence. *See Estrada v. Royalty Carpet Mills, Inc.*, 76 Cal. App. 5th
4 685, 708, 729 (2022) (finding no liability under Section 203 when the company had a good faith dispute
5 that meal period premiums were owed due to an on-duty meal period policy that restricted employee
6 freedom during meal periods while paying regular wages, even though the policy was found to be
7 unlawful); *see also Woods v. Vector Mktg. Corp.*, No. C-14-0264 EMC, 2015 WL 2453202, at *4 (N.D.
8 Cal. May 22, 2015) (holding that the employer’s defense that the plaintiff was properly classified, even if
9 ultimately unsuccessful at trial, was insufficient to amount to a “willful” violation of 203 and granting
10 summary judgment on those claims because the plaintiff could point to no evidence that the defense was
11 raised in bad faith or was unsupported by the evidence).

12 **Defenses to the Compelled Patronization Claim:** Defendant would have argued that it has no
13 policy of requiring Aggrieved Employees to purchase goods from Defendant’s markets, and thus
14 liability will necessarily depend on alleged contrary oral instructions from managers and what action, if
15 any, Aggrieved Employees took in response.

16 **Defenses to the Expense Reimbursement Claim:** Defendant would have argued that an
17 employer owes a duty to maintain uniforms “only if [they] require special laundering or care” such as
18 dry-cleaning. *See O’Connor v. Starbucks Corp.*, No. C 06-3706 VRW, 2008 WL 2761586 *4-5 (N.D.
19 Cal. July 14, 2008); *see also* DLSE Minimum Wage Memo (June 2005) (“Employees may be asked to
20 maintain employer-furnished uniforms when the uniforms require minimal time for care, e.g., uniforms
21 made of a material requiring only washing and tumble or drip drying.”) (available at
22 https://www.dir.ca.gov/dlse/Garment-Summary_of_Basic_Req.pdf). Defendant would have claimed that
23 employees were not required to wear special uniforms, that the required workplace attire did not require
24 any sort of special care, and that Aggrieved Employees were simply required to keep their workplace
25 attire clean, such as by washing their it along with their ordinary household laundry.

26 **Defenses to the Seating Claim:** Defendant would have argued that Aggrieved Employees
27 perform a variety of physical tasks that require constant motion, including stepping, walking, lifting,
28 carrying, reaching, bending, leaning, twisting, turning, pushing, and pulling. Defendant would have

1 argued that it would be impractical and possibly unsafe for cashiers to perform the above physical tasks
2 while sitting. Additionally, with respect to Plaintiffs’ claim that Defendant should have provided seating
3 during lulls or inactive periods, Defendant would have argued that cashiers perform a variety of other job
4 duties within, around, and away from the check stands when they are not actively checking out
5 customers. Defendant would have argued that the nature of cashiers’ work, including the job
6 requirements and Defendant’s customer service expectations, requires them to stay busy and not to stand
7 around idly. With each retail store spanning tens of thousands of square feet, it has always been part of
8 the cashiers’ job duties to actively organize, clean, and monitor the area when they are in the front-end of
9 the store, on the clock, and not taking a designated break. As such, Defendant would have argued that
10 there are no “lulls” in the operation that would enable associates to sit, and if they did so it would
11 interfere with the performance of their job duties and create a safety hazard.

12 **Risk of Discretionary Reduction:** The PAGA gives the Court wide latitude to reduce the
13 amount of civil penalties “based on the facts and circumstances of a particular case” when “to do
14 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab.
15 Code § 2699(h). In reducing PAGA penalties, courts have considered issues including whether the
16 employees suffered actual injury from the violations, whether the defendant was aware of the violations,
17 and the employer’s willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504,
18 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); *see also Cotter v. Lyft, Inc.*, 193
19 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX),
20 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011).

21 For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA
22 penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—
23 **or 0.21% of the calculated maximum**—and stated that this reduction was warranted because (a) the
24 Court did not believe it was appropriate to impose multiple penalties per pay period in which a violation
25 occurred and (b) imposing the maximum penalty would be “unjust, arbitrary, and oppressive” based on
26 Starbucks’s “good faith attempts” to comply with meal period obligations and because the court found
27 the violations were minimal. *Carrington*, 30 Cal. App. 5th at 517-18. The Court of Appeal affirmed the
28 lower court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. If a similar reduction had

1 been applied here, Plaintiff would have recovered only approximately \$13,783.93 (\$6,563,777.50 ×
2 0.0021 reduction).

3 Likewise, in *Covidien*, the Court reduced the potential penalties by over 82%, awarding
4 \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also*
5 *Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction
6 under specified PAGA claim where the employer produced evidence that it took its obligations
7 seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May
8 12, 2011) (reversing trial court decision denying any civil penalties where violations had been proven,
9 remanding for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A*
10 *Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15,
11 2012) (denying PAGA penalties for violation of California Labor Code section 226 as redundant with
12 recovery on a class basis pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis*
13 *Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013)
14 (reducing penalty for past PAGA violations from \$1.8 million to \$500,000, after rejecting numerous
15 other PAGA claims).

16 Considering the issues, defenses, and the risks, a \$1,100,000 settlement for a limited release of
17 PAGA penalties—no individual wage and hour claims will be extinguished by the Settlement—is a fair
18 and just result and furthers PAGA’s objectives, and is not “unjust, arbitrary, and oppressive.”

19 **C. The Requested Recovery In Litigation Expenses Is Reasonable**

20 Plaintiffs’ Counsel are entitled to reimbursement of their discretionary litigation costs. Cal. Lab.
21 Code § 2699(g)(1). Out-of-pocket discretionary expenses are compensable if they would normally be
22 billed to a fee-paying client. *See Beasley v. Wells Fargo Bank*, 235 Cal. App. 3d 1407, 1419 (1991),
23 *overruled in part on other grounds in Olson v. Automobile Club of Southern Calif.*, 42 Cal. 4th 1142
24 (2008). Such discretionary costs may be claimed as part of an attorneys’ fees motion when seeking
25 statutory fees under the Labor Code. *See Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1218
26 n.27 (2008) (awarding costs that are necessarily incurred).

27 Plaintiffs’ Counsel seek up to \$50,000 in litigation costs. Because these reasonable costs were
28 necessarily incurred during the case’s pendency, these costs are reasonable and should be awarded. *See*

1 also Cal. Civ. Pro. Code § 1033.5(c)(4) (“[i]tems not mentioned in this section and items assessed upon
2 application may be allowed or denied in the court’s discretion.”); *Hsu v. Semiconductor Sys., Inc.*, 126
3 Cal. App. 4th 1330, 1341 (2005) (“[W]hile it is reasonable to interpret a general contractual cost
4 provision by reference to an established statutory definition of costs, we do not discern any legislative
5 intent to prevent sophisticated parties from freely choosing a broader standard authorizing recovery of
6 reasonable litigation charges and expenses.”).

7 **D. The Court Should Award the Requested Attorneys’ Fees in the Amount of**
8 **Approximately One-Third of the Gross Settlement Fund**

9 For the reasons discussed in detail below, an award of attorneys’ fees in the amount of
10 approximately one-third of the gross settlement fund is fair and reasonable, and in line with what other
11 California courts, both state and federal, have awarded in settlements of similar litigation.

12 The PAGA provides that a plaintiff is entitled to recover reasonable attorneys’ fees, expenses,
13 and costs. Section 2699(g)(1) of the California Labor Code provides that “[a]ny employee who prevails
14 in any action shall be entitled to an award of reasonable attorney’s fees and costs.” In a *qui tam* action,
15 reasonable attorneys’ fees and costs are typically awarded under the common fund doctrine where, as
16 here, the litigation creates a common fund of money in a specific amount for the benefit of others. PAGA
17 “is a type of *qui tam* action.” *See Iskanian*, 59 Cal. 4th at 382. “A *qui tam* action ‘is a type of private
18 attorney general lawsuit’ [citation], in which ‘the *qui tam* plaintiff stands in the shoes of the state or
19 political subdivision [citation].” *People ex rel. Strathmann v. Acacia Research Corp.*, 210 Cal. App. 4th
20 487, 501 (2012).

21 A PAGA action is a *qui tam* action because the statute allows the employee plaintiff, acting as
22 the proxy of the State’s labor law enforcement agency, to sue his or her employer for Labor Code
23 violations and recover civil penalties that otherwise would have been assessed and collected by the
24 LWDA. *See Iskanian*, 59 Cal. 4th at 382. Indeed, the majority of the civil penalties recovered in a PAGA
25 action are paid to the State, with a smaller portion paid to the aggrieved employees (e.g., 75% paid to the
26 state; 25% paid to the aggrieved employees). *See* Cal. Lab. Code § 2699(i). Where, as here, a common
27 fund is created in a *qui tam* action by the successful litigation of a plaintiff and her attorneys, the
28 plaintiff’s attorneys are entitled to recover their fees from the common fund:

1 Those benefiting from the recovery of the fund, in this case some depositors and eventually
2 the People of the State of California, must bear their share of the cost of litigation. Fees for
3 taxpayers’ attorneys will be deducted from the judgment, and each claimant’s share
4 reduced proportionately. To the extent the judgment relies upon section 1021.5 for recovery
5 of attorney fees, it must be modified to confine the award of fees to the common fund
6 theory.

7 *Bank of America v. Cory*, 164 Cal. App. 3d 66, 91 (1985) (authorizing common fund fees in a *qui tam*
8 taxpayer suit against certain banks).

9 Likewise, through the successful efforts of Plaintiffs and their attorneys, a common fund was
10 created in the amount of \$1,100,000 for the benefit of the employees and the State of California. Thus,
11 these beneficiaries must bear their share of the costs and attorneys’ fees, to be deducted from the gross
12 settlement fund under the common fund theory. *Id.* Such fees are deducted as a percentage of the
13 settlement amount. *See, e.g., Boeing Co. v. Van Gernert*, 444 U.S. 472, 478-482 (1980); *Six (6) Mexican*
14 *Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990); *Williams v. MGM-Pathe*
15 *Communications Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997); *Staton v. Boeing Co.*, 327 F.3d 938, 967 (9th
16 Cir. 2003).

17 The California Supreme Court recently upheld the use of the common fund theory of recovery
18 for attorneys’ fees in *Laffitte v. Robert Half Int’l Inc.*, 1 Cal. 5th 480, 506 (2016). In *Laffitte*, the
19 settlement created a common fund of \$19 million. The Court approved the award of attorneys’ fees in
20 the amount of one third of the gross \$19 million settlement (e.g., an award of \$6.33 million) under the
21 common fund theory. *Id.* By awarding counsel a percentage of the total recovery, rather than fees based
22 on hours worked, the common fund method encourages attorneys to efficiently litigate to achieve the
23 best results possible. *See Laffitte*, 1 Cal. 5th at 492-494. Indeed, “the percentage method is generally
24 favored in common fund cases because it allows courts to award fees from the fund in a manner that
25 rewards counsel for success and penalizes it for failure. *Id.* at 493 (quoting *In re Rite Aid Corp. Securities*
26 *Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) (internal quotations omitted).

27 As a California appellate court very recently confirmed, “fee awards in class actions average
28 around one-third of the recovery’ regardless of ‘whether the percentage method or the lodestar method is
used.” *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021) (quoting *Chavez v.*
Netflix, Inc., 162 Cal. App. 4th 43, 66, fn. 11 (2008)).

Consistent with that observation, California state and federal courts routinely award attorneys' fees equaling one-third of the common fund. *See, e.g. Laffitte v. Robert Half Internat. Inc.*, 231 Cal. App. 4th 860, 871 (2016) ("33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits"); *Chavez*, 162 Cal. App. 4th at 66 n.11 ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."); Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study*, J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35 (independent studies of class action litigation nationwide conclude that fees representing one-third of the total recovery is consistent with market rates). Notably, the California Supreme Court in *Laffitte v. Robert Half Internat. Inc.* affirmed a fee award representing one-third of the fund. *Laffitte*, 231 Cal. App. 4th at 506.

A fee award in the amount of one-third of the common fund is also reasonable because it best reflects the market rate for contingency fees. *See Lealao v. Beneficial Cal. Inc.*, 82 Cal. App. 4th 19, 47 (2000) ("attorneys providing the essential enforcement services must be provided incentives roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace. . . ."). Fees representing one-third of the recovery reflect the rate negotiated in "typical contingency fee agreements [which] provide that class counsel will recover 33% if the case is resolved before trial and 40% if the case is tried." *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149 MMM SHX, 2008 WL 8150856, at *16 (C.D. Cal. July 21, 2008) (citing an academic study collecting contingency fee agreements and finding that a fee award constituting 34% of the fund is reasonable on that basis). Because the negotiated fee structure mimics the marketplace, it is reasonable and should be approved.

A one-third common fund⁵ attorneys' fee award is also consistent with what courts have

⁵ Court have also approved fees in amounts greater than one-third of the common fund. *See Charles v. JPMorgan Chase Bank*, No. CGC-14-538933 (San Francisco County Superior Court June 18, 2019) (awarding plaintiffs \$2.88 million in attorneys' fees on PAGA penalties totaling \$2.7 million); *Boseman v. VXi Global Solutions, LLC*, No. BC602442 (Los Angeles County Superior Court Jan. 3, 2019) (awarding plaintiff \$750,000 in attorneys' fees and costs on general PAGA penalties totaling \$585,000); *Salas v. Hallmark Aviation Services LP*, No. BC586585 (Los Angeles County Superior Court February 17, 2017) (awarding plaintiff \$600,000 in attorneys' fees on PAGA penalties totaling \$605,000); *Monroe v. Continental Design Co., Inc.*, No. RG16817667 (Alameda County Superior Court June 21, 2017) (awarding plaintiff \$110,000 in fees on PAGA penalties totaling \$90,000); *Ramirez v.*

awarded in other representative action cases. The following list shows PAGA actions where attorneys' fees were awarded on a common fund basis:

- *Cruz v. Wal-Mart Associates, Inc.*, Los Angeles Superior Court, No. 18STCV03128 (May 28, 2021) (approving fee award from PAGA-only settlement of \$5 million against a common fund of \$15 million);
- *Jones v. J.C. Penney Corporation*, Los Angeles Superior Court, Case No. BC451823 (April 20, 2017) (approving fee award from PAGA-only settlement of \$1.375 million against a common fund of \$3.2 million (42%));
- *Garcia v. Macy's*, San Bernardino County Superior Court, Case No. CIVDS1516007 (Sept. 13, 2017) (33.33% fee awarded on \$12,500,000 settlement of a PAGA only case);
- *Garcia v. Pep Boys*, Orange County Superior Court, Case No. 30-2014-00720574-CU-OE-CJC (July 14, 2016) (33.33% fee awarded on a \$1,030,000 settlement of a PAGA only case);
- *Brewer v. Connell Chevrolet*, Orange County Superior Court, Case No. 30-2016-00852123-CU-OC-CXC (June 15, 2017) (33.33% fee awarded on a PAGA only case);
- *Perez v. Staffmark Investment, LLC*, Riverside County Superior Court, Case No. MCC1401137 (May 23, 2016) (33.33% fee awarded on a \$650,000 settlement of a PAGA only case).

An award of fees from the gross settlement amount under the common fund doctrine prevents unjust enrichment of those who benefit from the common fund created through the successful efforts of plaintiff's counsel and furthers the important goal of attracting competent counsel to handle representative actions enforcing minimum labor standards. *Laffitte*, 1 Cal. 5th at 503. In affirming the use of the common fund doctrine in California, the California Supreme Court summarized the benefits of the percentage method of recovery stating: "The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation [citations]—convince us the percentage method is a valuable tool that should not be denied our trial courts." *Id.*

For all of these reasons, a common fund fee award in the amount of \$366,667 is fair and reasonable.

E. A Lodestar Cross-Check Confirms that the Requested Attorneys' Fees Are Fair and Reasonable

The trial court may use an abbreviated lodestar "cross-check" for common fund awards if the

Benito Valley Farms, LLC, No. 16-CV-04708-LHK, 2017 WL 3670794, at *6 (N.D. Cal. Aug. 25, 2017) (awarding attorneys' fees under the lodestar method with no regard to the proportion of the fees to civil penalties).

1 court considers it useful. *Laffitte II*, 1 Cal. 5th at 504-05. However, under *Laffitte II*, this is not meant to
2 displace the percentage analysis, but rather to act as a backstop. Indeed, the Supreme Court expressly
3 instructed that “the lodestar calculation, when used in this manner, does not override the trial court’s
4 primary determination of the fee as a percentage of the common fund and thus does not impose an
5 absolute maximum or minimum on the fee award.” *Laffitte II*, 1 Cal. 5th at 505. Critically, the Court in
6 *Laffitte II* emphasized that only where the “multiplier calculated by means of a lodestar cross-check is
7 **extraordinarily high or low**” should the court “consider whether the percentage should be adjusted so
8 as to bring the imputed multiplier within a justifiable range.” *Id.* (emphasis added). Accordingly, when
9 the cross-check multiplier is within a normal range, the lodestar-cross check does not provide a basis for
10 a court to reduce the fee award. Furthermore, in conducting a lodestar cross-check, the court is not
11 “required to closely scrutinize each claimed attorney-hour.” *Laffitte II*, 1 Cal. 5th at 505. An evaluation
12 may be done by reviewing “counsel declarations summarizing overall time spent.” *Id.*

13 In conducting a lodestar cross-check, the Court first determines a lodestar value for the fees by
14 multiplying the time reasonably spent by plaintiffs’ counsel on the case by a reasonable hourly rate. *In re*
15 *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57 (2009). To determine whether the requested
16 rate is reasonable, courts look to the prevailing rate for similar work in the pertinent geographic region.
17 *PLCM Group v. Drexler*, 22 Cal. 4th 1084, 1096-97 (2000) (using prevailing hourly rate in community
18 for comparable legal services even though party used in-house counsel). Here, Plaintiffs’ Counsel’s
19 hourly rates are comparable to, or less than, those charged by other representative action plaintiffs’
20 counsel and the firms defending PAGA actions, and have been approved by numerous federal and state
21 courts. (*see, e.g.*, Perez Decl. ¶¶ 12-15, Ex. 2; Howe Decl. ¶ 12.)

22 Likewise, the total attorney hours expended on this action are reasonable and in line with
23 comparable cases. In determining the reasonableness of the hours expended, “the court should defer to
24 the winning lawyer’s professional judgment as to how much time he was required to spend on the case;
25 after all, he won, and might not have, had he been more of a slacker.” *Kerkeles v. City of San Jose*, 243
26 Cal. App. 4th 88, 104 (2015) (quoting *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir.
27 2008)). Here, Plaintiffs’ Counsel’s combined lodestar exceed the requested amount of attorneys’ fees.
28 (*see, e.g.*, Perez Decl. ¶ 12 [\$374,412.50 lodestar]; Howe Decl. ¶ 18 [\$58,475.00 lodestar].) When

1 plaintiffs seek an amount in fees that is less than what they actually billed, the requested fee amount is
2 generally considered reasonable. *See, e.g., Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 854
3 (N.D. Cal. 2010) (finding that, if the court is asked to apply a negative multiplier, it “suggests the
4 negotiated fee award is a reasonable and fair valuation of the services rendered to the class by Plaintiff’s
5 Counsel.”).

6 Plaintiffs’ Counsel would otherwise be entitled to a **positive** multiplier based on factors most
7 commonly cited by courts, including: (1) the results obtained; (2) the contingent nature of the fee award;
8 and (3) the skill displayed by counsel. *See Serrano III*, 20 Cal. 3d at 49; *Thayer v. Wells Fargo Bank*, 92
9 Cal. App. 4th 819, 835 (2001) (recognizing “results obtained” as a factor). Additionally, under California
10 law, a 1.5 multiplier would be awarded **for the contingent risk factor alone**, and without the presence of
11 other factors. *See Ctr. for Biological Diversity v. Cty. of San Bernardino*, 185 Cal. App. 4th 866, 900
12 (2010) (affirming a 1.5 risk multiplier in a non-complex statutory case and expressly rejecting the
13 application of other multiplier factors). *See also Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157,
14 1174 (2008) (affirming a 1.65 contingent risk multiplier in a wage and hour class action, explaining that
15 “counsel risked never receiving any compensation *at all*” (emphasis in original)); *Pellegrino v. Robert*
16 *Half Int’l*, 182 Cal. App. 4th 278, 292 (2010) (affirming a 1.75 multiplier due, in part, to “Plaintiff’s
17 Counsel not being paid for their work in the event that [defendant] prevailed on [an] affirmative
18 defense.”).

19 **F. The Court Should Approve the Negotiated Service Award Payment**

20 Paragraphs 25-26 of the PAGA Settlement Agreement provides that Defendant will pay
21 Plaintiffs the sum of \$10,000, each, for their service on behalf of the LWDA and Aggrieved Employees,
22 and for a general release of all claims arising out of their employment. This release covers not only the
23 settled PAGA claims but any and all claims arising out of Plaintiffs’ employment.

24 The additional settlement payment is justified in light of the reputational risk that Plaintiffs
25 assumed by litigating claims against a former employer. *See Billingham v. Tractor Supply Co.*, 306
26 F.R.D. 245, 267-68 (N.D. Cal. 2015) (finding “personal detriment” upon testimony that future
27 employers can easily learn that a prospective employee served as a plaintiff through the internet); *see*
28 *also Guippone v. BH S&B Holdings LLC*, No. 09 Civ. 1029, 2011 U.S. Dist. LEXIS 126026, at **4, 20

1 (S.D.N.Y. Oct. 28, 2011) (“[T]he fact that a plaintiff has filed a federal lawsuit is searchable on the
2 internet and may become known to prospective employers when evaluating the person . . . Even where
3 there is not a record of actual retaliation, notoriety, or personal difficulties, [representative Plaintiffs]
4 merit recognition for assuming the risk of such for the sake of absent [parties].”).

5 Employers commonly screen employee candidates to determine whether they have ever filed
6 suit, and employee candidates who might be branded “litigious” are likely to be screened out of the
7 process. In fact, an entire industry has developed for providing employers with background information
8 on employee candidates. By bringing this action against an employer, Plaintiffs have assumed
9 considerable reputational risk that may impact their ability to find employment in the future. *La Fleur v.*
10 *Medical Management Intern, Inc.*, No. 13-00398-VAP, 2014 WL 2967475, *8 (C.D. Cal. June 25,
11 2014) (awarding \$15,000 to each named plaintiff in part for attesting to their fear that the lawsuit will
12 harm their future job prospects in the industry).

13 Second, the separate settlement payment is reasonable because Plaintiffs “remained fully
14 involved and expended considerable time and energy during the course of the litigation.” *See In re Toys*
15 *‘R’ Us-Del FACTA Litig.*, 295 F.R.D. at 471 (citation omitted). Plaintiffs devoted their time and effort
16 toward assisting their attorneys with the prosecution of the claims, and assisted counsel with finalizing
17 the settlement.

18 The separate payment is also appropriate because Plaintiffs otherwise “will not gain any benefit
19 beyond that [they] would receive as an ordinary [Aggrieved Employee].” *In re Toys “R” Us FACTA*
20 *Litig.*, 295 F.R.D. at 472; *Van Vranken*, 901 F. Supp. at 299 (holding that a substantial award is
21 appropriate where a [representative’s] claim made up “only a fraction of the common fund.”). Here,
22 absent the separate payment, Plaintiffs will recover no more than other Aggrieved Employees, despite
23 undergoing personal sacrifice in bringing this suit on behalf of the State of California and Aggrieved
24 Employees.

25 Lastly, because PAGA is a “type of qui tam action,” it is appropriate for the Plaintiffs to receive
26 a modest additional payment from the settlement as a “bounty” for their special effort in vindicating the
27 State’s interests by enforcing its labor laws. *See Iskanian*, 59 Cal. 4th at 382 (“A PAGA representative
28 action is therefore a type of qui tam action.”); *see also People ex rel. Strathmann v. Acacia Research*

1 Corp., 210 Cal. App. 4th 487, 500 (2012) (“The person who brings the qui tam action, called the
2 ‘relator,’ stands in the shoes of the People of the State of California, who are deemed to be the real party
3 in interest . . . The relator in a qui tam action under section 1871.7 does not personally recover damages
4 but, if successful, receives [a portion] of the recovery as a bounty.”) (internal citations omitted).

5 Such a payment incentivizes employees to step forward to enforce the Labor Code. *See MMM*
6 *Holdings, Inc. v. Reich*, 21 Cal. App. 5th 167, 180 (2018) (“The bounty advances the public purpose and
7 benefit by encouraging private qui tam actions; indeed, this prospect of reward may be the only means of
8 inducing such private parties to come forward with their information.”) (internal quotations omitted).
9 This is especially important in this context, as “the lack of government resources to enforce the Labor
10 Code led to a legislative choice to deputize and incentivize employees uniquely positioned to detect and
11 prosecute such violations through the PAGA.” *Iskanian*, 59 Cal. 4th at 390. Absent the incentive
12 payment, fewer employees would be willing to step forward, and PAGA’s primary purpose—
13 enforcement of the Labor Code—would be substantially undermined.

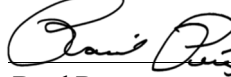
14 **IV. CONCLUSION**

15 The Parties have negotiated a fair and reasonable settlement of Plaintiffs’ PAGA claims. Having
16 appropriately presented the materials and information necessary for approval, the Parties request that the
17 Court approve the PAGA Settlement Agreement.

18
19 Dated: June 14, 2024

Respectfully submitted,

CAPSTONE LAW APC

21 By: 

22 Raul Perez
23 Robert J. Drexler, Jr.
24 Molly A. DeSario
25 Jonathan Lee

26 Attorney for Plaintiff Jose Cortez
27
28

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
3 Molly A. DeSario (SBN 230763)
Molly.DeSario@capstonelawyers.com
4 Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
5 CAPSTONE LAW APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Jose Cortez

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 JOSE CORTEZ, as an aggrieved employee
pursuant to the Private Attorneys General Act
12 (“PAGA”), on behalf of the State of California
and other aggrieved employees,

13 Plaintiff,

14
15 vs.

16 B & V ENTERPRISES, INC., a California
corporation; and DOES 1 through 10, inclusive,

17
18 Defendants.
19
20
21
22
23
24
25
26
27
28

Case No. 20STCV44113

Assigned to the Hon. Wendy Chang

**DECLARATION OF RAUL PEREZ IN
SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES’ PAGA
SETTLEMENT**

Date: August 13, 2024

Time: 8:30 a.m.

Place: Department 36

Filing Date: November 16, 2020

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2.

3
4
5
6
7

8

9
0
1
2
3
4
5
6
7
8

9
0
1
2

3
4
5
6
7

8

1 negotiations, Plaintiffs Cortez, Aguilar, and Ellis were eventually able to negotiate a global settlement of
2 their PAGA claims against Defendant. The terms of the settlement are now set forth in complete and
3 final form in the PAGA Settlement Agreement, attached as Exhibit 1. A copy of PAGA Settlement
4 Agreement has been uploaded to the LWDA's website. At all times, the Parties' negotiations were
5 adversarial and non-collusive.

6 6. It is my opinion that the Settlement constitutes a fair, adequate, and reasonable
7 compromise of the claims at issue. This opinion is informed by my experience litigating and settling
8 wage and hour actions, and my firm's thorough investigation into the factual and legal issues implicated
9 by Cortez's claims and Defendant's defenses.

10 7. Prior to filing the action, Cortez contacted Capstone's attorneys to discuss the factual
11 bases for pursuing an action against Defendant for Labor Code violations. Cortez was intimately familiar
12 with Defendant's labor policies and practices, and over the course of multiple interviews, knowledgeably
13 summarized those policies and practices to Capstone's attorneys. During those interviews, he explained
14 how the policies and practices were instituted, and provided valuable insight into how they gave rise to
15 the alleged Labor Code violations. Based on these interviews, Capstone's attorneys determined that there
16 were legally sufficient grounds for pursuing an action against Defendant.

17 8. Capstone's attorneys prepared a detailed letter (15 pages) to notify the LWDA of
18 Cortez's intent to seek civil penalties and other available relief recoverable under PAGA for Labor Code
19 violations. Significant research and effort were expended to prepare a PAGA notice that was consistent
20 with the developing legal requirements so as to withstand any challenge from Defendant regarding the
21 notice's sufficiency. And in preparation for drafting the complaint, Capstone's attorneys conducted their
22 own preliminary investigation into the factual bases for Cortez's claims, which entailed, *inter alia*, a
23 careful examination of Cortez's employment records.

24 9. In response to Cortez's formal and informal discovery requests, Capstone's attorneys
25 received a considerable amount of documents and data, including employee demographic data, a sample
26 of Aggrieved Employees' time and wage records, and Defendant's California labor policies and
27 procedures manuals which covered a broad range of topics including, *inter alia*, employee clock-in
28 policies and procedures, attendance policies, meal periods/rest periods, overtime pay, etc. The document

and data exchanges allowed Capstone's attorneys to fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery, and ultimately enabled Capstone's attorneys so as to make an independent assessment of the reasonableness of the settlement's terms.

10. In summary, Capstone's attorneys performed a thorough investigation into the claims at issue, which included: (1) determining Cortez's suitability through interviews, background investigations, and analyses of his employment files and related records; (2) evaluating all of Cortez's potential representative claims; (3) researching similar PAGA actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing a sample of Aggrieved Employees' time and wage records; (5) reviewing Defendant's labor policies and procedures manuals; (6) researching settlements in similar cases; (7) evaluating Cortez's claims and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

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

ATTORNEYS' FEES AND COSTS

12. I have reviewed a summary of the billing records for this action, which are maintained during the regular course of business and billed contemporaneously. The bill for attorneys' fees is summarized in the chart below:

Attorney	Title	CA Bar Yr.	Rate	Hours	Fees
Robert Drexler	Partner	1985	\$950	153.8	\$146,110.00
Raul Perez	Partner	1994	\$950	39	\$37,050.00
Molly DeSario	Senior Counsel	2004	\$700	11	\$7,700.00
John Stobart	Senior Counsel	2007	\$650	51.5	\$33,475.00
Helga Hakimi	Senior Counsel	2008	\$650	41.2	\$26,780.00
Eduardo Santos	Senior Counsel	2007	\$650	21.5	\$13,975.00
Jamie Greene	Partner	2007	\$650	18.6	\$12,090.00
Jonathan Lee	Senior Counsel	2009	\$625	72.6	\$45,375.00
Mao Shiokura	Senior Counsel	2009	\$625	45.3	\$28,312.50
Anthony Castillo	Senior Counsel	2009	\$625	22.7	\$14,187.50
Alexander Lima	Associate	2019	\$475	19.7	\$9,357.50

Attorney	Title	CA Bar Yr.	Rate	Hours	Fees
Total				496.9	\$374,412.50

13. While adjusting our rates to track market increases, Capstone's rates have steadily remained reasonable and competitive, and have been consistently approved by many federal and state courts over the past several years. *See, e.g., Madrigal v. Solage Management, Inc.*, No. CIV2100081 (Marin County Superior Court Dec. 5, 2023) (approving Capstone's rates for Associates (\$425-\$475) and Senior Counsel/Partners (\$625-\$950)); *Juarez v. TWM/Fresno, LLC*, No. STK-CV-UOE-2022-0002562 (San Joaquin County Superior Court Nov. 16, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625-\$950)); *Jimenez v. Apple Core Enterprises, Inc.*, No. CIVSB2134762 (San Bernardino County Superior Court Nov. 7, 2023) (approving Capstone's rates for Associates (\$425) and Senior Counsel/Partners (\$625-\$950)); *Ortega v. Cirks Construction, Inc.*, No. 34-2022-00316370-CU-OE-GDS (Sacramento County Superior Court Oct. 4, 2023) (approving Capstone's rates for Associates (\$475-\$500) and Senior Counsel/Partners (\$600-\$950)); *Rodriguez v. Imperial Western Products, Inc.*, No. CVRI2000071 (Riverside County Superior Court Sep. 20, 2023) (approving Capstone's rates Senior Counsel/Partners (\$625-\$950)); *Garcia v. Barney's College, Inc.*, No. RG21113350 (Alameda County Superior Court June 12, 2023) (approving Capstone's rates for Associates (\$450-\$475) and Senior Counsel/Partners (\$650 to \$950)); *Gonzaga v. Molina Healthcare, Inc.*, No. 21STCV03598 (Los Angeles County Superior Court Feb. 2, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Amaral v. Unify Financial Credit Union*, No. 20STCV36466 (Los Angeles County Superior Court Jan. 31, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Johnson v. Equity Residential Services, LLC*, No. MSC19-02145 (Contra Costa County Superior Court Nov. 1, 2022) (approving Capstone's rates for Associates (\$500) and Senior Counsel/Partners (\$625 to \$950)); *Lopez v. Big Creek Lumber Company*, No. 21CV-00613 (Merced County Superior Court Oct. 31, 2022) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)).

14. Other courts have approved hourly rates in this range for plaintiff's side law firms. *See Marshall v. Northrup Grumman Corp.*, No. 16-cv-06794, 2020 WL 5668935, at *7 (C.D. Cal. Sept. 18, 2020) (approving attorney rates between \$490 and \$1,060 per hour); *Edwards v. First Am. Corp.*, No.

07-cv-03796, 2016 WL 8999934, at *5 (C.D. Cal. Oct. 4, 2016) (rates of up to \$990 found reasonable); *Urakhchin v. Allianz Asset Mgmt. of Am., L.P.*, No. 15-cv-01614, 2018 WL 8334858, at *6 (C.D. Cal. July 30, 2018) (approving billing rates between \$600 and \$825 per hour for attorneys with more than ten years of experience, \$325 to \$575 per hour for attorneys with 10 or fewer years of experience, and \$250 per hours for paralegals and clerks); *Gutierrez v. Wells Fargo Bank, N.A.*, No. 07-cv-05923, 2015 WL 2438274, at *5 (N.D. Cal. May 21, 2015) (rates ranging \$475-\$975 for partners, \$300-\$490 for associates); *In re Toyota Motor Corp. Unint. Accel. Mktg., Sales Pracs., & Prods. Liab. Litig.*, No. 10-ml-02151, 2013 WL 12327929, at *33 n.13 (C.D. Cal. July 24, 2013) (rates ranging from \$150-\$950); *Hashemi v. Bosley, Inc.*, No. CV 21-946 PSG (RAOX), 2022 WL 18278431, at *10 (C.D. Cal. Nov. 21, 2022) (finding that, in Los Angeles, partners litigating class action matters have hourly rates ranging from \$304 to \$965, and associates have hourly rates ranging from \$287 to \$719); *Alvarez v. Sirius XM Radio Inc.*, No. CV 18-8605 JVS(SSX), 2021 WL 1234878, at *11 (C.D. Cal. Feb. 8, 2021) (finding hourly rates ranging from \$450 for an associate to \$950 for a partner “are reasonable given prevailing rates in the Los Angeles region”); *In re MacBook Keyboard Litig.*, No. 5:18-CV-02813-EJD, 2023 WL 3688452, at *15 (N.D. Cal. May 25, 2023) (approving rates in a class action of \$875–\$1,195 per hour for partners; \$385–\$850 per hour for associates).

15. Finally, Capstone’s rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. *See* Exhibit 2.

16. As summarized in the table below, counsel has incurred a total of \$19,943.35 in costs and expenses to date.

Cost & Expense Categories	Amount
Copying, Printing & Scanning and Facsimiles	\$35.25
Court Fees, Courier Fees, Filings & Service of Process	\$2,417.66
Delivery & Messenger (UPS, FedEx, messenger, etc.)	\$100.18
Desmond, Marcello & Amster (Desmond, Marcello & Amster assisted Plaintiffs’ counsel in developing a damages model for mediation)	\$6,166.25
Investigation Services (private investigators)	\$1,965.14
Mediation Fees	\$7,000.00
Postage & Mailings	\$22.59
Research Services (PACER, Westlaw, etc.)	\$2,236.28
Total	\$19,943.35

CAPSTONE LAW APC FIRM PROFILE

17. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues.

18. In February, 2015, Ryan H. Wu and I were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for our work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act (“PAGA”) notwithstanding a representative action waiver in an arbitration agreement.

19. Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshall of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.

20. Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state’s consumer protection laws cannot be waived and that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of class certification, making law that clarified the use of “benefit of the bargain” damages models in consumer class actions.

21. Capstone served as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.

1 22. Capstone has an established practice in automotive defect class actions and is currently
2 appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No.
3 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A.,*
4 *Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

5 23. Capstone has settled over 100 high-stakes class and representative actions. Capstone's
6 settlements have directly compensated hundreds of thousands of California workers and consumers.
7 Capstone's actions have also forced employers to modify their policies for the benefit of employees,
8 including changing the compensation structure for commissioned employees and changing practices to
9 ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA
10 enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of
11 California.

12 24. The following is a representative sample of Capstone's settlements:

- 13 a. *Navarro v. United Parcel Service, Inc.*, No. BC592098 (LA County
14 Superior Court): gross settlement of \$16.5 million on behalf of
15 approximately 180,000 non-exempt employees for wage and hour
16 violations;
- 17 b. *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-
18 PLA (N.D. Cal.): gross settlement of \$12 million on behalf of
19 approximately 150,000 personal bankers, tellers, sales associates, and
20 assistant branch manager trainees for wage and hour violations;
- 21 c. *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash
22 payments and unique buyback program for nearly 2 million consumers;
- 23 d. *Moore v. Petsmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross
24 settlement of \$10 million on behalf of over 19,000 non-exempt
25 PetSmart employees for wage and hour violations;
- 26 e. *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross
27 settlement of \$9 million on behalf of approximately 1,200 pharmacists
28 for wage and hour violations;

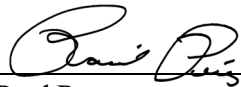
- 1 f. *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura
2 Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig
3 workers for sleep time and other wage violations;
- 4 g. *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super.
5 Ct.): gross settlement of \$5.7 million on behalf of approximately 650
6 sales representatives;
- 7 h. *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino
8 Super. Ct.): gross settlement of \$5.5 million for approximately 5,500
9 non-exempt employees.
- 10 i. *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of
11 \$5.4 million in a case alleging FCRA violations;
- 12 j. *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.):
13 gross settlement of \$5 million on behalf of over 12,000 nonexempt
14 employees;
- 15 k. *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP
16 4790: gross settlement of \$5 million on behalf of 15,000 non-exempt
17 employees;
- 18 l. *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross
19 settlement of nearly \$5 million on behalf of over 100,000 non-exempt
20 workers for meal break and wage statement claims;
- 21 m. *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.):
22 gross settlement of nearly \$5 million on behalf of 2,700 non-exempt
23 employees following contested certification;
- 24 n. *Asghari v. Volkswagen Group of North America*, Case No. 13-02529
25 (C.D. Cal.): Settlement providing complementary repairs of oil
26 consumption defect, reimbursement for repairs, and extended warranty
27 coverage of certain Audi vehicles valued at over \$20 million;
- 28 o. *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.):

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

Settlement providing complimentary electric vehicle charging cards and
extending warranty coverage for the electric battery on the Nissan Leaf
valued at over \$10 million.

25. Attached as Exhibit 3 is a true and correct copy of Capstone’s firm resume.

I declare under penalty of perjury under the laws of the State of California that the foregoing is
true and correct. Executed this 14th day of June, 2024, at Los Angeles, California.



Raul Perez

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 LOS ANGELES

JOSE CORTEZ, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California
and other aggrieved employees,

Plaintiff,

vs.

B & V ENTERPRISES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 20STCV44113

ASSIGNED FOR ALL PURPOSES TO:
Judge: Hon. Wendy Chang
Dept.: 36

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Los Angeles (“Court”), Plaintiffs Jose Cortez (“Cortez”), Carla Aguilar (“Aguilar”), and Zakiya Sun Ellis (“Ellis”) (collectively, “Plaintiffs”) and Defendant B&V Enterprises, Inc. (“Defendant”) (collectively with Plaintiffs, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the actions entitled *Jose Cortez v. B&V Enterprises, Inc.*, No. 20STCV44113 (Los Angeles County Superior Court) (“Cortez Action”); *Carla Aguilar v. B&V Enterprises, Inc.*, No. 20STCV28012 (Los Angeles County Superior Court) (“Aguilar Action”); and *Zakiya Sun Ellis v. B&V Enterprises, Inc. dba Super King Markets*, No. 21GDCV00587 (Los Angeles County Superior Court) (“Ellis Action”) (collectively, the “Actions”).

DEFINITIONS

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

1. “Actions” means *Jose Cortez v. B&V Enterprises, Inc.*, No. 20STCV44113 (Los Angeles County Superior Court) (“Cortez Action”); *Carla Aguilar v. B&V Enterprises, Inc.*, No. 20STCV28012 (Los Angeles County Superior Court) (“Aguilar Action”); and *Zakiya Sun Ellis v. B&V Enterprises, Inc. dba Super King Markets*, No. 21GDCV00587 (Los Angeles County Superior Court) (“Ellis Action”), and Plaintiffs’ respective Labor Code section 2698, et seq., California Labor Code Private Attorneys General Act of 2004 (“PAGA”) letters filed with the LWDA (“PAGA Letters”).
2. “Aggrieved Employees” means all persons who were employed by Defendant at its California Super King grocery stores in non-exempt positions at any time during the Settlement Period.
3. “Court” means the Superior Court for the State of California, County of Los Angeles, Department 36, Judge Wendy Chang presiding.
4. “General Release Payments” means the amount to be paid to each Plaintiff as payment for a general release of all claims arising out of their employment with Defendant.
5. “Gross Settlement Amount” means the settlement amount of One Million One Hundred Thousand Dollars (\$1,100,000) to be paid by Defendant in full satisfaction of all Settled Claims arising from the Actions, and Plaintiffs’ general releases.

1 6. “Effective Date” means the date by when both of the following have occurred: (a) the
2 Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final.
3 The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment
4 and (b) the time to file a notice of appeal from the judgment (i.e., 60 calendar days) has expired.

5 7. “LWDA” means the California Labor and Workforce Development Agency.

6 8. “PAGA Penalties Fund” means the Gross Settlement Amount less the Attorneys’ Fees
7 and Costs, General Release Payments, and Settlement Administrator Costs.

8 9. “Plaintiffs’ Counsel” means Capstone Law APC, Lavi & Ebrahimian LLP, and Lawyers
9 *for Justice*, PC.

10 10. “Released Parties” means B &V Enterprises, Inc. and each of its former and present
11 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,
12 subsidiaries, and affiliates.

13 11. “Settled Claims” means any and all claims for PAGA penalties under the California
14 Labor Code, Wage Orders, regulations, and/or other provisions of law, that were alleged or which could
15 reasonably have been alleged based on the factual allegations in Plaintiffs’ PAGA Letters and their
16 complaints in the Actions during the Settlement Period, including: (a) failure to pay all wages and
17 required overtime pay; (b) failure to pay reporting time pay; (c) failure to provide written notice to
18 employees in compliance with Labor Code section 2810.5; (d) failure to pay at least minimum wages;
19 (e) failure to provide meal periods and associated premium pay; (f) failure to authorize or permit rest
20 periods and associated premium pay; (g) failure to provide recovery periods; (h) failure to provide
21 accurate and complete wage statements; (i) failure to maintain payroll records; (j) failure to pay all
22 earned wages during employment; (k) failure to pay all earned wages upon termination; (l) failure to
23 timely pay wages; (m) failure to provide suitable seating; (n) unlawful requirement for release of claims
24 as condition of receiving wages; (o) compelling patronization; and (p) failure to reimburse business
25 expenses.

26 12. “Settlement Administration Costs” means the costs payable from the Gross Settlement
27 Amount, subject to Court approval, to the Settlement Administrator for administering the Settlement.

28 13. “Settlement Period” means February 19, 2020 through December 31, 2023.

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

TERMS

14. Second Amended Complaint. As a condition of settlement, Cortez will file a Second Amended Complaint (“SAC”) to add Aguilar and Ellis as named plaintiffs and to combine Aguilar’s and Ellis’s PAGA claims with Cortez’s. Pending Court approval of the Settlement, Aguilar and Ellis and Defendant will stipulate to stay the *Aguilar* Action and *Ellis* Action. Defendant will not be required to file an answer or other responsive pleading to the SAC. If, for any reason, the Court does not approve of the Settlement, or if the Settlement does not become final for any reason, then the SAC will be deemed withdrawn and the First Amended Complaint will again become the operative complaint without prejudice to Cortez’s right to seek leave to file another amended complaint and without prejudice to Defendant’s rights to object and/or challenge an amended pleading. Defendant does not impliedly or expressly waive any arguments or defenses to the SAC.

15. Gross Settlement Amount. In consideration for Plaintiffs’ promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant will pay One Million One Hundred Thousand Dollars (\$1,100,000) (“Gross Settlement Amount”) to settle the Actions and in exchange for a release of the “Settled Claims.” The Gross Settlement Amount includes Plaintiffs’ attorneys’ fees, litigation costs and expenses, General Release Payments, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendant.

16. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all Settled Claims. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining twenty-five percent (25%) will be paid to all Aggrieved Employees according to the following formula:

16(a) Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period (“Individual Pay Periods”), and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period (“Total Pay Periods”).

16(b) To determine each Aggrieved Employee’s payment from the PAGA

Penalties Fund, the Settlement Administrator will use the following formula:
Settlement Payment = 25% of PAGA Penalties Fund × [Individual Pay
Periods ÷ Total Pay Periods].

16(c) Defendant estimates that Aggrieved Employees worked during an aggregate
total of approximately One Hundred Forty-Eight Thousand Eight Hundred
Ninety-Five (148,895) Pay Periods during the Settlement Period.

17. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
motion by Plaintiffs' Counsel for attorneys' fees and costs ("Attorneys' Fees and Costs") of not more
than Three Hundred Sixty-Six Thousand Six Hundred Sixty-Seven Dollars (\$366,667) in attorneys' fees,
plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiffs' Counsel's
litigation and settlement of the Actions (including expert/consultant fees, investigations costs, etc.), not to
exceed Fifty Thousand Dollars (\$50,000.00), both of which will be paid from the Gross Settlement
Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel will be added
to the PAGA Penalties Fund. The award of attorneys' fees will be divided as follows: (a) Fifty-Six
Percent (56%) to Capstone Law APC; (b) Twenty-Four Percent (24%) to Lavi & Ebrahimian LLP; and
(c) Twenty Percent (20%) to Lawyers *for* Justice, PC.

18. Settlement Administration Costs. The Parties will retain CPT Group, Inc. as the third-
party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be
responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate
tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement
Administration Costs will be paid from the Gross Settlement Amount. Settlement Administration Costs
are estimated at Twenty Thousand Dollars (\$20,000).

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

20. Dismissal of the *Aguilar* Action. Within five (5) business days after the Effective Date,
Aguilar and Ellis will respectively dismiss the *Aguilar* Action and *Ellis* Action with prejudice.

1 21. List of Aggrieved Employees. Within fourteen (14) calendar days after the Effective
2 Date, Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees
3 (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in Microsoft Excel and
4 will include each Aggrieved Employees full name; most recent mailing address and telephone number;
5 Social Security number; the respective number of pay periods during which each Aggrieved Employee
6 was employed during the Settlement Period; and any other relevant information needed to calculate
7 settlement payments.

8 22. Funding of the Settlement. Within seven (7) calendar days after entry of the Effective
9 Date, or seven (7) calendar days after the dismissal with prejudice of the *Aguilar* Action and *Ellis* Action,
10 whichever is later, Defendant will deposit the Gross Settlement Amount into the Qualified Settlement
11 Fund (“QSF”) to be established by the Settlement Administrator. Within fourteen (14) calendar days of
12 the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved
13 Employees, including Plaintiffs; (b) the LWDA; (c) Plaintiffs’ Counsel; and (d) itself. The Settlement
14 Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this
15 Settlement.

16 23. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue
17 each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an
18 explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a
19 search based on the National Change of Address Database for information to update and correct for any
20 known or identifiable address changes. Any checks returned as non-deliverable on or before the check
21 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
22 affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt
23 to determine the correct address using a skip-trace, or other search using the name, address or Social
24 Security number of the Aggrieved Employee involved and will then perform a single re-mailing. Checks
25 will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain
26 outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be
27 tendered to the California State Controller’s Office for Unclaimed Property in the name of the Aggrieved
28 Employee who do not cash their check before the deadline. All settlement payments to Aggrieved

1 Employees will be treated as miscellaneous income for which a 1099 will be issued.

2 24. Settled Claims. Upon the Effective Date, Plaintiffs and all Aggrieved Employees will be
3 forever barred from pursuing against Defendant and the Released Parties any and all Settled Claims
4 during the Settlement Period. Aggrieved Employees, other than Plaintiffs, will not be deemed to have
5 released any individual wage and hour claims by virtue of this Settlement.

6 25. Plaintiffs' Release. Upon the Effective Date, for purposes of Plaintiffs' Release,
7 Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the
8 California Civil Code, which reads:

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

14 26. In exchange for the above general release, each Plaintiff will receive the sum of Ten
15 Thousand Dollars (\$10,000) from the Gross Settlement Amount.

16 27. No Right to Exclusion or Objections by Representative Action Members. Because this
17 settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as
18 Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no
19 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
20 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
21 regardless of whether the Aggrieved Employee cashes any payment received as a result of this
22 Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the
23 Settlement Agreement.

24 28. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
25 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
26 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
27 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
28 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,

1 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

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

6 30. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
7 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
8 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
9 and the Parties will be returned to their original respective positions.

10 31. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
11 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
12 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters
13 as may be appropriate under court rules or as set forth in this Settlement.

14 32. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
15 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
16 on the Parties.

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

20 34. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
22 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
23 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
24 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
25 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
26 reach agreement on the form or content of any document needed to implement the Settlement, or on any
27 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
28 may seek the assistance of the Court to resolve such disagreement.

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

3 36. California Law Governs. All terms of this Settlement Agreement will be governed by
4 and interpreted according to the laws of the State of California.

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

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

14 39. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
15 Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request
16 from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

17 40. Invalidity of Any Provision. Before declaring any provision of this Settlement
18 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
19 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
20 valid and enforceable.

21 41. Captions. The captions and section numbers in this Settlement Agreement are inserted
22 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
23 provisions of this Settlement Agreement.

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

27 43. Enforcement Action. In the event that one or more of the Parties institutes any legal
28 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement

1 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
2 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
3 expert witness fees incurred in connection with any enforcement actions.

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

9 45. Representation By Counsel. The Parties acknowledge that they have been represented
10 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
11 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
12 in full.

13 46. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
14 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
15 Settlement Agreement.

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

21 48. Denial of Liability. The Parties expressly recognize that the making of this agreement
22 does not in any way constitute an admission or concession of wrongdoing on the part of Defendant.
23 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,
24 discussions or communications, nor any materials prepared, exchanged, issued or used during the
25 pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be
26 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,
27 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,
28 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

PLAINTIFF

Dated: 05-4-2024

Jose Cortez

PLAINTIFF

Dated: _____

Carla Aguilar

PLAINTIFF

Dated: _____

Zakiya Sun Ellis

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
B&V Enterprises, Inc.

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

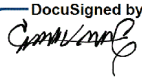
PLAINTIFF

Dated: _____

Jose Cortez

PLAINTIFF

Dated: mayo 7, 2024 _____

DocuSigned by:

341076F7AEF64DF...
Carla Aguilar

PLAINTIFF

Dated: _____

Zakiya Sun Ellis

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
B&V Enterprises, Inc.

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

PLAINTIFF

Dated: _____

Jose Cortez

PLAINTIFF

Dated: _____

Carla Aguilar

PLAINTIFF

Dated: 5/17/24 _____

Electronically Signed _____ 2024-05-18 (t): 32:33 UTC - 172.56.209.64
Nintex AssureSignE _____ seedf70181d4dff0422b17301a8-fa00

Zaldya Sun Ellis

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
B&V Enterprises, Inc.

1 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its
2 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments
3 of the Court entered into in connection therewith.

4
5 **READ CAREFULLY BEFORE SIGNING**

6 **PLAINTIFF**

7 Dated: _____

8 Jose Cortez

9 **PLAINTIFF**

10 Dated: _____

11 Carla Aguilar

12 **PLAINTIFF**

13 Dated: 5/17/24

14 
15 Zaldya Sun Ellis

16 **DEFENDANT**

17 Dated: 06/12/2024

18 Shant Fermanian

19 Shant Fermanian (Jun 12, 2024 08:43 PDT)

20 [Name of Authorized Signatory]

21 B&V Enterprises, 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

CAPSTONE LAW APC

Dated: April 19, 2024



Raul Perez
Attorneys for Plaintiff Jose Cortez

LAVI & EBRAHIMIAN LLP

Dated: _____

Joseph Lavi
Attorneys for Plaintiff Carla Aguilar

LAWYERS *for* JUSTICE, PC

Dated: _____

Joanna Ghosh
Selena Matavosian
Attorneys for Plaintiff Zakiya Sun Ellis

FISHER & PHILLIPS

Dated: _____

Todd Scherwin
Hannah Sweiss
Attorneys for Defendant

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

CAPSTONE LAW APC

Dated: _____

Raul Perez
Attorneys for Plaintiff Jose Cortez

LAVI & FIDATIUM LLP

DocuSigned by:

Dated: May 8, 2024

Joseph Lavi
871E0169FCF244D...

Joseph Lavi
Attorneys for Plaintiff Carla Aguilar

LAWYERS *for* JUSTICE, PC

Dated: _____

Joanna Ghosh
Selena Matavosian
Attorneys for Plaintiff Zakiya Sun Ellis

FISHER & PHILLIPS

Dated: _____

Todd Scherwin
Hannah Sweiss
Attorneys for Defendant

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

CAPSTONE LAW APC

Dated: _____

Raul Perez
Attorneys for Plaintiff Jose Cortez

LAVI & EBRAHIMIAN LLP

Dated: _____

Joseph Lavi
Attomeysfor Plaintiff Carla Aguilar

LAWYERSfor JUSTICE, PC

Dated: May 24, 2024



Joanna Ghosh
Selena Matavosian
Attomeysfor Plaintiff Zaldya Sun Ellis

FISHER & PHILLIPS

Dated: _____

Todd Scherwin
Hannah Sweiss
Attomeysfor Defendant

1 APPROVED AS TO FORM

2
3 CAPSTONE LAW APC

4 Dated: _____

5 _____
6 Raul Perez
7 Attorneys for Plaintiff Jose Cortez

8 LAVI & EBRAHIMIAN LLP

9 Dated: _____

10 _____
11 Joseph Lavi
12 Attorneys for Plaintiff Carla Aguilar

13 LAWYERSfor JUSTICE, PC

14 Dated: May 24, 2024

15 _____
16 
17 Joanna Ghosh
18 Selena Matavosian
19 Attorneys for Plaintiff Zaldya Sun Ellis

20 FISHER & PHILLIPS

21 Dated: June 12, 2024

22 _____
23 
24 Todd Scherwin
25 Hannah Sweiss
26 Attorneys for Defendant

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment from *Cortez v. B&V Enterprises, Inc.*, No. 20STCV44113 (Los Angeles County Superior Court); *Aguilar v. B&V Enterprises, Inc.*, No. 20STCV28012 (Los Angeles County Superior Court); and *Ellis v. B&V Enterprises, Inc. dba Super King Markets*, No. 21GDCV00587 (Los Angeles 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 lawsuits entitled *Cortez v. B&V Enterprises, Inc.*, No. 20STCV44113 (Los Angeles County Superior Court); *Aguilar v. B&V Enterprises, Inc.*, No. 20STCV28012 (Los Angeles County Superior Court); and *Zakiya Sun Ellis v. B&V Enterprises, Inc. dba Super King Markets*, No. 21GDCV00587 (Los Angeles County Superior Court) (collectively, the “Actions”).

The Actions were filed against Defendant B&V Enterprises, Inc. (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Actions were brought by former employees 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 Actions were brought.

The Plaintiffs in the Actions 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 Actions 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 Plaintiffs, 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]

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 +
6/01/21- 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)

* "Years Out of Law School" is calculated from June 1 of each year, when most law students graduate. "1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). "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 "1-3" from June 1, 1996 until May 31, 1999, would move into tier "4-7" on June 1, 1999, and tier "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

FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining over two hundred million dollars in recovery for employees and consumers:

- In February, 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshall's of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state's consumer protection laws cannot be waived and that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of class certification, making law that clarified the use of "benefit of the bargain" damages models in consumer class actions.
- Capstone served as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.
- Capstone has an established practice in automotive defect class actions and is currently appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No. 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 100 high-stakes class and representative actions totaling well over \$200 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers;
- *Moore v. PetSmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Melissa Grant. Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class

certification, Ms. Grant is the lead or co-lead attorney on multiplied certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, standing, the nature of PAGA violations, the scope of discovery, and trials.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review*, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

Ryan H. Wu. Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshalls of CA LLC)*, 3 Cal.5th 531(2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*. Mr. Wu recently achieved an important consumer victory in *Nguyen v. Nissan N.A.*, 932 F.3d 811 (9th Cir. 2019), which clarified the use of "benefit of the bargain" damages models in consumer class actions.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of "*Williams v. Superior Court: Employees' Perspective*" and "*Iskanian v. CLS Transportation: Employees' Perspective*," both published in the *California Labor & Employment Law Review*.

Robert Drexler. Robert Drexler is a partner with Capstone Law where he leads one of the firm's litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million

dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California's "Super Lawyers" every year from 2009 through 2020.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the Case Western Reserve Law Review and authored Defective Prosthetic Devices: Strict Tort Liability for the Hospital? 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC's Forum Magazine and The Daily Journal.

Jamie Greene. Jamie Greene is a partner with Capstone Law, where she leads the firm's business development and case generation team. Ms. Greene is responsible for evaluating all potential new cases and referrals, developing new claims, and managing the firm's client and cocounseling relationships. She also supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation.

Before joining Capstone, Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. Ms. Greene is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California.

Bevin Allen Pike. Bevin Allen Pike is a partner with Capstone Law, where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Senior Counsel

Theresa Carroll. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Ms. Carroll was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is a senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Anthony Castillo. Anthony Castillo is a senior counsel with Capstone Law. His practice focuses on analyzing and developing pre-litigation wage-and-hour and consumer claims, including PAGA representative actions and class actions for failure to pay overtime and minimum wages, meal and rest period violations, and claims under the Fair Labor Standards Act and the Investigative Consumer Reporting Agency Act. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues.

Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Molly DeSario. Molly DeSario is a senior counsel with Capstone Law, specializing in employment class action litigation. Ms. DeSario's practice focuses primarily on wage-and-hour class action and Private Attorneys General Act litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work. She has experience briefing and arguing a multitude of dispositive motions in state and federal court and has successfully certified and settled numerous classes for claims such as exempt misclassifications, unpaid wages, missed meal and rest breaks, and unreimbursed business expenses.

Ms. DeSario began her career as a general practice litigation associate with Sandler & Mercer in Rockville, Maryland, handling a wide range of civil and criminal matters. Since 2005, she has primarily litigated class action cases and, for the last seven years, has focused on representing employees and consumers in class and collective actions across California and the nation, helping them recover millions of dollars in unpaid wages, restitution, and penalties. Molly graduated from Northeastern University School of Law in 2002. During law school, she interned for the U.S. Attorney's Office in Boston, Massachusetts, and the Honorable Paul L. Friedman at the U.S. District Court for the District of Columbia. She received her undergraduate degree in Marketing and International Business from the University of Cincinnati, where she graduated summa cum laude.

Helga Hakimi. Helga Hakimi is a senior counsel at Capstone Law. Her practice primarily involves employment law class action litigation, namely wage-and-hour class actions and PAGA litigation on behalf of

employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work, and related employer violations under the Fair Labor Standards Act and California Labor Code.

Prior to joining Capstone, Ms. Hakimi was a partner at a civil litigation firm in West Los Angeles, where she handled mainly real estate litigation, business litigation, and defense of some employment law matters; prior to that, she worked as a civil litigation attorney handling complex personal injury litigation. Ms. Hakimi's interest in advocating for employee rights began in law school, where she volunteered for the Workers' Rights Clinic and assisted low-income community members in Northern California's greater Bay Area region with employment-related legal issues. Upon graduating from law school, Ms. Hakimi worked as an associate for a municipal law firm, and thereafter at the local City Attorney's Office, where she advised municipalities and cities in civil matters involving land use, environmental law, development issues, Constitutional law, and First Amendment rights. Ms. Hakimi graduated from Berkeley Law (Boalt Hall School of Law), where she earned her Juris Doctorate and was awarded the Prosser Award in Remedies. Ms. Hakimi received her Bachelor of Arts degree in Political Science with a minor in Education Studies from the University of California, Los Angeles, and graduated summa cum laude and with Departmental Highest Honors.

Daniel Jonathan. Daniel Jonathan is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone, Mr. Jonathan began his career as an associate at Kirkland & Ellis representing Fortune 500 clients in high-stakes litigation in various matters, including class action defense and plaintiff's actions for accounting fraud. Following that, he was a senior counsel at a boutique litigation firm where he successfully first-chaired several trials. Mr. Jonathan graduated from the Northwestern University School of Law. He received his undergraduate degree in Accounting from the University of Southern California, where he graduated cum laude. He has passed the CPA examination and worked as an auditor at Deloitte before attending law school.

Jonathan Lee. A senior counsel with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California.

Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

Cody Padgett. Cody Padgett is a senior counsel with Capstone Law. Mr. Padgett prosecutes automotive defect and other consumer class action lawsuits during all stages of litigation. His work has been integral to achieving contested class certification in several automotive defect cases, including *Falco v. Nissan N. Am. Inc.*, No. 13-00686 (C.D. Cal.) (certifying a class of owners/lessees of Nissan vehicles), *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-08629 (C.D. Cal.) (certifying a class of owners/lessees of Toyota vehicles), and *Victorino v. FCA US, LLC*, No. 16-01617 (S.D. Cal.) (certifying a class of owners/lessees of Dodge Dart vehicles). Mr. Padgett's efforts have also contributed to major settlements of automotive defect and consumer cases, providing substantial monetary relief to millions of class members, valued in the hundreds of millions of

dollars. See, e.g., *Weckwerth v. Nissan North America, Inc.*, No. 18-00588 (M.D. Tenn.) (providing a \$407 to \$547 million-dollar benefit to a class of nearly 3 million consumers).

Prior to joining Capstone Law, Mr. Padgett assisted with the defense of major felony cases at the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*. Mr. Padgett is admitted to practice in California, before the Ninth Circuit Court of Appeals, and before United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, and concentrates his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement.

Mao Shiokura. Mao Shiokura is a senior counsel with Capstone. Her practice focuses on identifying, evaluating, and developing new claims, including PAGA representative actions and class actions for wage-and-hour violations and consumer actions under the Consumers Legal Remedies Act, False Advertising Law, Unfair Competition Law, and other consumer protection statutes. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships.

Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

John Stobart. John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. Mr. Stobart has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, Mr. Stobart was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of

dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

Roxanna Tabatabaepour. Roxanna Tabatabaepour is a senior counsel with Capstone Law. Her practice primarily involves representing employees in class actions and representative actions for various violations of the California Labor Code.

Before joining Capstone, Ms. Tabatabaepour's experience included representing workers in single-plaintiff and class/representative action lawsuits regarding wage-and-hour violations, as well as individual claims for discrimination, retaliation, failure to accommodate, harassment, and wrongful termination, under both California and federal laws. Ms. Tabatabaepour received her undergraduate degrees from the University of California San Diego. She subsequently graduated from the American University, Washington College of Law, where she was a Marshall-Brennan Constitutional Literacy Fellow and taught Constitutional Literacy to teens in marginalized communities.

Ryan Tish. Ryan Tish is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and Private Attorneys General Act ("PAGA") representative actions on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to reimburse necessary business expenses, and other claims under the Fair Labor Standards Act and California Labor Code.

Before joining Capstone, Mr. Tish was an associate at a civil litigation firm in Los Angeles, handling a variety of matters, including commercial contracts, real estate, and employment law. Mr. Tish has represented both employers and employees in actions ranging from individual claims of discrimination, harassment, retaliation, and wrongful termination, to class and representative actions for wage-and-hour and privacy law violations. Mr. Tish is a graduate of the University of Southern California Gould School of Law and earned his bachelor's degree in civil and environmental engineering from the University of California, Los Angeles. Mr. Tish is admitted to practice law in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

Orlando Villalba. Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Mr. Villalba began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Mr. Villalba graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

Tarek Zohdy. A senior counsel with Capstone Law, Tarek Zohdy develops, investigates and litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class actions from

investigation through settlements that have provided significant relief to millions of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as “Lemon Law.” He also handled fraudulent misrepresentation and omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in 2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

Associates

Tyler Anderson. Tyler Anderson is an associate with Capstone Law. His practice focuses on complex motions, writs, and appeals. Before joining Capstone, Mr. Anderson was Co-Director of the Los Angeles Center for Community Law and Action (“LACCLA”), a nonprofit law firm that represents tenant unions and union organizers. While there, Mr. Anderson tried a disparate impact federal Fair Housing Act case that resulted in a jury verdict of over \$1,000,000. He also frequently used California Anti-SLAPP laws to block attempts to silence tenant union organizers. Prior to working at LACCLA, Mr. Anderson clerked for the Honorable Martha Vazquez, a federal district court judge for the District of New Mexico who, at the time, sat on the Executive Committee of the Federal Judiciary. Before that, Mr. Anderson was a litigation associate at the international law firm Jenner & Block LLP. Mr. Anderson graduated from Harvard Law School, where he was the Executive Articles Editor of the Harvard Journal on Legislation as well as President of one of the largest student-run pro bono organizations at Harvard University, Project No One Leaves. He graduated with several “Dean’s Scholar” prizes for receiving top grades in his constitutional law courses.

Sairah Budhwani. Sairah Budhwani is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Previously, Ms. Budhwani litigated employment discrimination, harassment, and retaliation claims, and also represented incarcerated individuals contesting the conditions of their confinement. Ms. Budhwani graduated from UCLA School of Law in 2019 and received an undergraduate degree in Urban Studies from University of California, Irvine in 2012. Ms. Budhwani is admitted to practice law in California. She is fluent in Urdu.

Laura Goolsby. Laura Goolsby is an associate with Capstone Law. Her practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. Prior to joining Capstone Law, Ms. Goolsby was an associate at a California civil litigation practice representing individuals in toxic tort disputes. Previous to that, Ms. Goolsby was a trial attorney in a California lemon law firm, trying cases against automobile manufacturers in state and federal court. Ms. Goolsby is published in the University of Pennsylvania Journal of Law and Change law review and served as a judicial intern to the U.S. Department of Justice Immigration Court while in law school. Ms. Goolsby graduated from California Western School of Law, where she was a member of the award-winning Philip C. Jessup International Moot Court team and spent multiple trimesters on the Dean’s List. She graduated with several Academic Excellence Awards for receiving top grades in various international law, civil rights law, and legal skills courses.

Ninel Kocharyan. Ninel Kocharyan is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violation of overtime and minimum

wage law, meal and rest period requirements, and off-the-clock work violations. Ms. Kocharyan began her career in entertainment law reviewing, drafting, and negotiating contracts for talent and ensuring FTC compliance. She immigrated to the United States from Russia at the age of 15 with a passion to pursue a career in law. Ms. Kocharyan graduated from Thomas Jefferson School of Law in 2014 and received her undergraduate degree from University of California, Los Angeles where she majored in Political Science. Ms. Kocharyan is admitted to practice law in California.

Alexander Lima. Alexander Lima is an associate with Capstone Law. His practice focuses on evaluating pre-litigation wage-and-hour claims, including potential violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work issues, as well as consumer protection claims. Previously, Mr. Lima was an associate at a California civil litigation practice representing individuals and entities in real estate disputes. Mr. Lima graduated from Santa Clara University, School of Law in 2018, where he served as an Executive Board Member of the Honors Moot Court and was selected as a regional finalist for the American Bar Association Negotiation Competition. He received his undergraduate degree from the University of California, Riverside in 2014.

Trisha Monesi. Trisha Monesi is an associate with Capstone. Her practice focuses on prosecuting consumer class actions in state and federal court. Ms. Monesi graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations.

Joey Parsons. Joey Parsons is an associate with Capstone. His practice primarily involves wage-and-hour class actions and PAGA representative actions. Previously, Joey was an associate at a boutique firm where he represented California employees in all facets of employment law, including claims brought under the FEHA, Title VII, and the California Labor Code. Joey is a graduate of the University of Alabama School of Law, where he competed on the Labor and Employment Moot Court team and served as the Executive Articles Editor for the Alabama Law & Psychology Review. Joey received his bachelor's degree in history from Virginia Tech.

Jezette Ron. Jezette Ron is an associate with Capstone Law. Her practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. She began her career as in-house counsel for a private entity reviewing and drafting company policies. During this time, she actively supported the company with human resource and workers compensation matters. Additionally, she ensured company compliance with California Labor Codes and Occupational Safety and Health Administration (OSHA) regulations. She also implemented an Illness Injury Prevention Program, which included a COVID-19 Exposure Control and Response procedure in compliance with OSHA. Ms. Ron graduated from Whittier Law in 2017, where she served as a board member of the Student Bar Association. She received her undergraduate degree from the University of California, Riverside in 2012 where she majored in Business Management and Public Policy. Ms. Ron is admitted to practice law in California and takes pride in being an advocate for creating a work friendly environment for all employees.

Alexander Wallin. Alexander Wallin is an associate at Capstone Law. He is a passionate litigator who has successfully represented employees against corporate injustice. Mr. Wallin has recovered millions of dollars in

numerous wage-and-hour class actions, PAGA actions, and individual discrimination lawsuits. He has a particular interest in representing economically disadvantaged employees who cannot afford legal representation on a retainer-fee basis. Mr. Wallin is a member of the Los Angeles County Bar Association's Employment Law Section and stays up-to-date with the rapidly evolving areas of wage-and-hour protections. He graduated from Loyola Law School in 2017 and is admitted to practice law in California, as well as before the United States District Court for Central and Northern Districts of California. He has been selected as a Southern California "Super Lawyers – Rising Star" in 2022 and 2023.

OUTREACH AND EDUCATION

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal (www.impactlitigation.com). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.

Joseph Lavi, Esq. (SBN 209776)
Email: jlavi@lelawfirm.com
Vincent C. Granberry, Esq. (SBN 276483)
Email: vgranberry@lelawfirm.com
Eve Howe, Esq. (SBN 350007)
Email: ehowe@lelawfirm.com
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Attorneys for Plaintiff CARLA AGUILAR
on behalf of herself, the State of California,
and all other aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

JOSE CORTEZ, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California
and other aggrieved employees,

Plaintiff,

vs.

B & V ENTERPRISES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 20STCV44113

*[Assigned for all purposes to the Honorable
Wendy Chang, Department 36]*

**DECLARATION OF EVE HOWE IN
SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Hearing Information:

Date: August 13, 2024

Time: 8:30 a.m.

Dept: 36

1 **DECLARATION OF EVE HOWE**

2 I, Eve Howe, declare:

3 1. I am an attorney licensed to practice law in the state of California and have been
4 admitted to practice before this Court. I am an attorney with the law firm Lavi & Ebrahimian, LLP,
5 Counsel for Plaintiff Carla Aguilar (“Plaintiff”) in this action, and I am an attorney assigned to work
6 on this case. I have personal knowledge of the matters stated herein and if called and sworn as a
7 witness, I would and could competently testify under oath thereto. I am a member in good standing
8 of the bar of the State of California.

9 2. This Declaration is submitted in support of Plaintiffs’ Motion for Court Approval of
10 the Parties’ PAGA Settlement.

11 **EXPERIENCE OF COUNSEL**

12 3. Lavi & Ebrahimian, LLP is experienced and qualified to evaluate the claims in this
13 case, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the
14 defenses.

15 4. Lavi & Ebrahimian, LLP, almost exclusively practices in the area of employment law
16 with some consumer class action cases.

17 5. I graduated from Harvard Law School in 2021. I have been in practice since 2023 and
18 with the law firm of Lavi & Ebrahimian, LLP since July 2023, focusing almost exclusively in the
19 area of employment law. Over the last year, my practice has focused nearly exclusively on wage and
20 hour class action and representative PAGA litigation.

21 6. I am also familiar with the practice of attorney Vincent Granberry. Mr. Granberry
22 graduated from Sandra Day O’Connor College of Law at Arizona State University in 2010. Mr.
23 Granberry has been in practice since 2011 and with the law firm of Lavi & Ebrahimian, LLP since
24 April 2014, focusing almost exclusively in the area of employment law. Over the last ten years, Mr.
25 Granberry’s practice has focused nearly exclusively on wage and hour class action litigation with a
26 handful of consumer class actions. Super Lawyers Magazine has selected Mr. Granberry as a
27 Southern California Rising Star in 2016 through 2024 and as a Super Lawyers Rising Star Up-And-

1 Coming 100 in our field in 2018, and again from 2020 through 2024.

2 7. I am also familiar with the practice of Ms. Courtney Miller who was formerly
3 employed by the firm. Ms. Miller graduated from Southwestern Law School in 2019. She has been
4 practicing law for over five years and practiced with the law firm of Lavi & Ebrahimian, LLP from
5 approximately July 2020 through November 2023, focusing almost exclusively in the area of
6 employment law and specifically wage and hour class actions and PAGA representative actions. Prior
7 to joining Lavi & Ebrahimian, LLP, Ms. Miller worked nearly 10 years cumulatively at a boutique
8 litigation firm with a primary emphasis on labor and employment matters. She has been involved in
9 numerous employment cases in all aspects from pre-filing through settlement.

10 8. Finally, I am familiar with the practice of Lead Counsel Joseph Lavi having worked
11 as an associate with Lavi & Ebrahimian, LLP since April 2014, which has often included reviewing
12 Mr. Lavi's declarations in support of motions for attorneys' fees and/or to seek appointment as Class
13 Counsel. Mr. Lavi graduated from law school in 2000 and has handled numerous cases in all aspects
14 of employment and labor law, including state and federal class actions, wrongful termination,
15 discrimination, harassment and retaliation cases. Mr. Lavi has tried employment cases in State and
16 Federal court, and has argued before various Courts of Appeals, on employment issues such as
17 validity of Arbitration Agreements, Application of Res Judicata in class action cases, and other
18 employment issues. Mr. Lavi has been a panelist and/or speaker for various Employment Law
19 Continuing Legal Education Panels on issues of employment law trials, how to proceed and conduct
20 trials, and proving and winning punitive damages. Mr. Lavi has been named a Southern California
21 Super Lawyer in the area of Plaintiff's employment litigation for Class Actions from 2011-2024. Mr.
22 Lavi has settled dozens of wage and hour class and representative actions and is currently Plaintiff's
23 counsel in many other cases. Some of the class actions that Mr. Lavi has handled against employers
24 on wage and hour issues and have been approved as class counsel include cases against the following:
25 Kaiser Permanente which settled for \$6,510,000.00; Hustler Casino which settled for \$980,000.00;
26 Chevron Stations Inc., which settled for \$4,500,000.00; Commerce Casino which settled for
27 \$1,575,000.00; BP West Cost Products, which settled for \$4,000,000.00; Kaiser Permanente which

1 settled for \$3,600,000.00, Fuddruckers (as lead counsel) which settled for \$900,000.00; Movado
2 Retail Group, Inc. (as lead counsel) which settled for \$728,000.00, Chuck-E-Cheese's (as lead
3 counsel) which settled for \$1,900,000.00; Aero-Electric Connector, Inc. (as lead counsel) which
4 settled for \$1,500,000.00; Clougherty Packing, LLC (as lead counsel) which settled for
5 \$4,250,000.00; and Gruma Corporation (as lead counsel) which Defendant's petition to the United
6 States Supreme Court in the matter was denied and the matter settled for \$2,300,000.00. Mr. Lavi has
7 been approved as class counsel by both Federal and California Courts. Mr. Lavi and the other
8 attorneys at Lavi & Ebrahimian who are available to assist me in this case if needed are fully capable
9 of adequately and fairly representing Plaintiff and the proposed class in this matter.

10 9. Lavi & Ebrahimian, LLP, and has been appointed Class Counsel in over fifty contested
11 proceedings including the following:

12 a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court Case
13 No. BC343535;

14 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.
15 BC369846;

16 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central District
17 of California, Case No. CV-07-3678-ABC;

18 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los Angeles
19 Superior Court Case No. BC380996;

20 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior
21 Court Case No. BC383266;

22 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior Court
23 Case No. RG 0265835;

24 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.
25 05CECG02189;

26 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,
27 Central District of California, Case No. CV08-06691 SVW (PLA)

28
**DECLARATION OF EVE HOWE IN SUPPORT OF MOTION FOR COURT APPROVAL
OF THE PARTIES' PAGA SETTLEMENT**

- 1 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court Case
2 No. BC342588;
- 3 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
4 BC374816;
- 5 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.
6 BC378990;
- 7 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
8 District of California, Case No. CV07-3237-DDP (PLAX);
- 9 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
10 BC410322;
- 11 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case
12 No. BC412315;
- 13 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
14 BC397208;
- 15 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.
16 BC399431;
- 17 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.
18 37-2009-00103626-CU-OE-CTL;
- 19 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
20 BC451148;
- 21 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,
22 Central District of California, Case No. CV 10-8916 DDP (CWx);
- 23 p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles
24 Superior Court Case No. BC432406;
- 25 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central District
26 of California, Case No CV-10-02315-JEM;
- 27 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior
28

**DECLARATION OF EVE HOWE IN SUPPORT OF MOTION FOR COURT APPROVAL
OF THE PARTIES' PAGA SETTLEMENT**

1 Court Case No. BC462603;

2 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior
3 Court Case No. BC452570;

4 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
5 00366952-CU-OE-VTA;

6 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case
7 No. BC421009;

8 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
9 1341987;

10 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
11 Case No. BC425708

12 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case
13 No. BC436879;

14 y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
15 RIC10020183;

16 z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.
17 BC411849;

18 aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.
19 BC411134;

20 bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior
21 Court Case No. 30-2011-0044011-CU-OE-CXC;

22 cc. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
23 District of California, Case No. CV 10-0415 ODW (FMOx)

24 dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.
25 BC443792;

26 ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.
27 BC451489;

28 **DECLARATION OF EVE HOWE IN SUPPORT OF MOTION FOR COURT APPROVAL
OF THE PARTIES' PAGA SETTLEMENT**

1 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court Case
2 No. CV 10-0968-PSG-FMOX;

3 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case
4 No. BC425799;

5 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior
6 Court Case No. BC446744;

7 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.
8 BC456420;

9 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District Court,
10 Central District of California, Case No. CV-10-00711 JFW (PLAx);

11 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.
12 BC436793;

13 ll. *Santos v. Noble Management Group-California, LLC*, United States District
14 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)

15 mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior
16 Court Case No. 30-2011-00473505;

17 nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court Case
18 No. BC436235;

19 oo. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No.
20 BC451490;

21 pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.
22 RG10523946;

23 qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of
24 California, Case No. CV 11-09543 DSF (MRWx);

25 rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-
26 2011-00518396-CU-OE-CXC;

27 ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
28

**DECLARATION OF EVE HOWE IN SUPPORT OF MOTION FOR COURT APPROVAL
OF THE PARTIES' PAGA SETTLEMENT**

District of California, Case No. CV 10-0415 ODW (FMOx);

tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case No. BC320172;

uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No. BC361380;

vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case No. BC357987.

ATTORNEY'S FEES

10. Under the terms of the Settlement, Plaintiffs' Counsel is requesting \$366,667 in attorney's fees. This amount is equal to 33% of the \$1,100,000 agreed upon by the parties as the Gross Settlement Amount.

11. Our firm has spent a considerable amount of time extensively investigating, researching, and litigating this matter, including but not limited to the following:

- a. Reviewing Plaintiff's documents, speaking to Plaintiff, preparing the Notice to the LWDA, drafting and preparing the complaint, and legal research into the viability of Plaintiff's claims;
- b. Reviewing and researching Defendant's Answer;
- c. Reviewing data and documents produced in informal discovery by Defendants;
- d. Communicating with Plaintiff, co-counsel, Defense Counsel, the mediator, and proposed settlement administrators;
- e. Preparing for and attending mediation;
- f. Preparing the Settlement Agreement and moving papers for approval;
- g. Negotiating and corresponding with Defendant's counsel in reaching the settlement at issue before the Court; preparing and appearing for approval.

12. Mr. Lavi and I and other attorneys at Lavi & Ebrahimian made every effort to litigate this action in an efficient and cost-effective manner. Given his years of experience, his trial and appellate experience, and the focus of his practice, if Mr. Lavi were to charge for his type of work by

1 the hour, his current hourly rate would be \$925 per hour. Mr. Granberry's hourly rate would be \$725
2 per hour. The hourly rate for myself and Courtney M. Miller would be \$625 per hour. These rates
3 are the firm's current billing rates and are supported by the extensive and specialized experience in
4 these types of cases and recognized expertise described and are in line with the Laffey Matrix. (See
5 Ex. 6 available at <http://www.laffeymatrix.com/see.html>.) California Courts have applied the Laffey
6 Matrix with adjustments to the specific California locality where the Counsel's office is located based
7 on "Locality Pay Tables." (Syers Properties III, Inc. v. Rankin (2014) 226 Cal.App.4th 691, 695-696
8 [affirming fee award based on Laffey Matrix with upward 9 percent rate adjustment from D.C. area
9 compared to San Francisco Bay Area based on Locality Pay Tables]; In re HPL Techs., Inc., Secs.
10 Litig. (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using Laffey
11 Matrix with upward adjustment of 9 percent for San Francisco based on difference between D.C. Area
12 's +15.98 locality pay compared to San Francisco's +26.39 percent locality pay differential from the
13 federal courts' "Judiciary Salary Plan Pay Tables."].) Here, Plaintiff's Counsels' offices are located
14 in Los Angeles County. For 2023, the Locality Pay Tables (and Judiciary Salary Plan Pay Tables
15 referred to in In re HPL Techs., Inc.), state a 2.4 percent increase for the Los Angeles-Long Beach,
16 CA area which includes the following counties: Imperial County, Kern County, Los Angeles County,
17 Orange County, Riverside County, San Bernardino County, San Luis Obispo County, Santa Barbara
18 County, and Ventura County. (Ex. 7, 8 [2023 Locality Pay Tables for Washington-Baltimore-
19 Arlington and Los Angeles-Long Beach, CA available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/general-schedule/>]; Ex. 9, 10 [Judiciary Salary Plan Pay
20 Tables available at <http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates>];
21 Ex. 11 [2023 Locality Pay Area Definitions defining counties within Los Angeles-Long Beach, CA
22 area available at [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-
23 wages/2023/locality-pay-area-definitions/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/locality-pay-area-definitions/)].) In applying the 2.4% locality increase for attorneys
24 working in Imperial County, Kern County, Los Angeles County, Orange County, Riverside County,
25 San Bernardino County, San Luis Obispo County, Santa Barbara County, and Ventura County over
26 the Washington-Baltimore area stated in the Laffey Matrix, the Laffey Matrix states the following
27
28

**DECLARATION OF EVE HOWE IN SUPPORT OF MOTION FOR COURT APPROVAL
OF THE PARTIES' PAGA SETTLEMENT**

relevant rates: \$447 for attorneys 1 to 3 years out of law school, \$551 for attorneys 4 to 7 years out of law school, \$795 for attorneys 8 to 10 years out of law school, \$899 for attorneys 11 to 19 years out of law school, and \$1,082 for attorneys 20 plus years out of law school.

13. I have personal knowledge of the hourly rates charged by other attorneys with comparable experience. Based on that information, I believe that our rates are fully consistent with the market rate for attorneys with comparable expertise, experience and qualifications. Based on the information I have, I further believe that our rates are reasonable and appropriate fees for Los Angeles attorneys with comparable expertise, experience, and qualifications.

14. I have spent at least 12 hours on this matter for a lodestar amount to date of at least \$7,500.00 (12 x \$625 = \$7,500.00).

15. Over the course of the litigation, I am informed that Mr. Lavi has spent at least 22 hours on this matter for a lodestar amount to date of at least \$20,350.00 (22 x \$925 = \$20,350.00).

16. Throughout the course of this litigation, Mr. Granberry estimates he has spent at least 25 hours litigating this matter. Accordingly, Mr. Granberry's unadjusted lodestar in this matter is \$18,125.00 (25 x \$725 = \$18,125.00).

17. Based on a review of records, I have estimated that Courtney M. Miller spent at least 20 hours working on this matter and at her rate of \$625 an hour, her total lodestar is \$12,500.00 (20 x \$625 = \$12,500.00).

18. Therefore, Lavi & Ebrahimian's lodestar amounts to \$58,475.00 with more lodestar to be incurred through approval and distribution of the settlement funds, which is warranted and reasonable under settled precedent and the results obtained.

19. The requested attorneys' fees are justified here due to the contingent nature of the representation, the risks involved, the complexity of the issues, the high quality of legal work performed, and the excellent results obtained. After initially calculating the combined lodestar, the Court may adjust the lodestar based on several factors in order to "fix a fee at the fair market value for the particular action." Ketchum v. Moses (2001) Cal.4th 1122, 1132; Graham v. Daimler Chrysler Corp. (2004) 34 Cal.4th 553, 574. These additional factors include the contingent risk of litigation,

1 the novelty and complexity of the issues, and exceptional results obtained. Ketchum, 24 Cal.4th at
2 1132, Serrano III, 20 Cal.3d at 48.

3 20. Moreover, the case involved significant risks of non-payment of attorneys' fees and
4 non-recovery of costs if the settlement was not granted approval, or of Plaintiff did not prevail.
5 California courts consider the risks counsel takes in litigating a case where they may not prevail on
6 the merits in granting attorneys' fees awards. See Graham v. Daimler Chrysler Corp., 34 Cal.4th 553,
7 583 (Cal. 2004). Thus, not only are Plaintiff's Counsel's rates reasonable and typical, but the
8 attorneys' fees requested are also fair and reasonable.

9 ATTORNEY'S COSTS

10 21. The settlement allows for a request of up to \$50,000.00 in litigation costs. Lavi &
11 Ebrahimian has expended \$2,017.35 in costs in this case. All costs were reasonably incurred in
12 prosecution of the lawsuit and paid on a contingency basis. A large portion of these costs were
13 associated with filing fees for this case, service of documents, and telephonic court appearances; the
14 remainder was reasonably incurred in prosecution of the lawsuit. The difference between the allocated
15 costs and the actual costs incurred will remain a part of the PAGA Penalties Fund and distributed to
16 Aggrieved Employees. Therefore, Lavi & Ebrahimian seeks the costs in the amount of \$2,017.35 as
17 reimbursement of such costs as is appropriate and reasonable. Attached as Exhibit 2 is a true and
18 correct record of the costs incurred to date by Lavi & Ebrahimian, LLP.

19 EXHIBITS

20 22. Attached as Exhibit 1 to this declaration is a true and correct copy of the settlement
21 agreement.

22 23. Attached as Exhibit 2 to this declaration is a true and correct copy of Lavi &
23 Ebrahimian's costs to date in this matter.

24 24. Attached as Exhibit 3 to this declaration is a true and correct copy of the Declaration
25 of Carla Aguilar.

26 25. Attached as Exhibit 4 to this declaration is a true and correct copy of printouts from
27 the 2014 National Law Journal sampling of California firm billing rates.

26. Attached as **Exhibit 5** to this declaration is a true and correct copy of the 2008 National Law Journal sampling of billing rates.

27. Attached as **Exhibit 6** to this declaration is a true and correct printout of the Laffey Matrix available at <http://www.laffeymatrix.com/see.html>.

28. Attached as **Exhibit 7** to this declaration is a true and correct copy of the 2023 Locality Pay Table for Washington-Baltimore-Arlington available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2023/DCB.pdf>.

29. Attached as **Exhibit 8** to this declaration is a true and correct copy of the 2023 Locality Pay Table for Los Angeles-Long Beach, CA available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2023/LA.pdf>.

30. Attached as **Exhibit 9** to this declaration is a true and correct copy of the Judiciary Salary Plan Pay Table for Washington-Baltimore-Arlington available at https://www.uscourts.gov/sites/default/files/archive_3/jsp_washington_2023.pdf.

31. Attached as **Exhibit 10** to this declaration is a true and correct copy of the Judiciary Salary Plan Pay Table for Los Angeles-Long Beach, CA available at https://www.uscourts.gov/sites/default/files/archive_3/jsp_los_angeles_2023.pdf.

32. Attached as **Exhibit 11** to this declaration is a true and correct copy of 2023 Locality Pay Area Definitions defining counties within Los Angeles-Long Beach, CA area available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/locality-pay-area-definitions/#LO-CA>.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: June 14, 2024

/s/ Eve Howe

Eve Howe

“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 LOS ANGELES

JOSE CORTEZ, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California
and other aggrieved employees,

Plaintiff,

vs.

B & V ENTERPRISES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 20STCV44113

ASSIGNED FOR ALL PURPOSES TO:
Judge: Hon. Wendy Chang
Dept.: 36

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Los Angeles (“Court”), Plaintiffs Jose Cortez (“Cortez”), Carla Aguilar (“Aguilar”), and Zakiya Sun Ellis (“Ellis”) (collectively, “Plaintiffs”) and Defendant B&V Enterprises, Inc. (“Defendant”) (collectively with Plaintiffs, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the actions entitled *Jose Cortez v. B&V Enterprises, Inc.*, No. 20STCV44113 (Los Angeles County Superior Court) (“Cortez Action”); *Carla Aguilar v. B&V Enterprises, Inc.*, No. 20STCV28012 (Los Angeles County Superior Court) (“Aguilar Action”); and *Zakiya Sun Ellis v. B&V Enterprises, Inc. dba Super King Markets*, No. 21GDCV00587 (Los Angeles County Superior Court) (“Ellis Action”) (collectively, the “Actions”).

DEFINITIONS

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

1. “Actions” means *Jose Cortez v. B&V Enterprises, Inc.*, No. 20STCV44113 (Los Angeles County Superior Court) (“Cortez Action”); *Carla Aguilar v. B&V Enterprises, Inc.*, No. 20STCV28012 (Los Angeles County Superior Court) (“Aguilar Action”); and *Zakiya Sun Ellis v. B&V Enterprises, Inc. dba Super King Markets*, No. 21GDCV00587 (Los Angeles County Superior Court) (“Ellis Action”), and Plaintiffs’ respective Labor Code section 2698, et seq., California Labor Code Private Attorneys General Act of 2004 (“PAGA”) letters filed with the LWDA (“PAGA Letters”).
2. “Aggrieved Employees” means all persons who were employed by Defendant at its California Super King grocery stores in non-exempt positions at any time during the Settlement Period.
3. “Court” means the Superior Court for the State of California, County of Los Angeles, Department 36, Judge Wendy Chang presiding.
4. “General Release Payments” means the amount to be paid to each Plaintiff as payment for a general release of all claims arising out of their employment with Defendant.
5. “Gross Settlement Amount” means the settlement amount of One Million One Hundred Thousand Dollars (\$1,100,000) to be paid by Defendant in full satisfaction of all Settled Claims arising from the Actions, and Plaintiffs’ general releases.

1 6. “Effective Date” means the date by when both of the following have occurred: (a) the
2 Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final.
3 The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment
4 and (b) the time to file a notice of appeal from the judgment (i.e., 60 calendar days) has expired.

5 7. “LWDA” means the California Labor and Workforce Development Agency.

6 8. “PAGA Penalties Fund” means the Gross Settlement Amount less the Attorneys’ Fees
7 and Costs, General Release Payments, and Settlement Administrator Costs.

8 9. “Plaintiffs’ Counsel” means Capstone Law APC, Lavi & Ebrahimian LLP, and Lawyers
9 *for Justice*, PC.

10 10. “Released Parties” means B &V Enterprises, Inc. and each of its former and present
11 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,
12 subsidiaries, and affiliates.

13 11. “Settled Claims” means any and all claims for PAGA penalties under the California
14 Labor Code, Wage Orders, regulations, and/or other provisions of law, that were alleged or which could
15 reasonably have been alleged based on the factual allegations in Plaintiffs’ PAGA Letters and their
16 complaints in the Actions during the Settlement Period, including: (a) failure to pay all wages and
17 required overtime pay; (b) failure to pay reporting time pay; (c) failure to provide written notice to
18 employees in compliance with Labor Code section 2810.5; (d) failure to pay at least minimum wages;
19 (e) failure to provide meal periods and associated premium pay; (f) failure to authorize or permit rest
20 periods and associated premium pay; (g) failure to provide recovery periods; (h) failure to provide
21 accurate and complete wage statements; (i) failure to maintain payroll records; (j) failure to pay all
22 earned wages during employment; (k) failure to pay all earned wages upon termination; (l) failure to
23 timely pay wages; (m) failure to provide suitable seating; (n) unlawful requirement for release of claims
24 as condition of receiving wages; (o) compelling patronization; and (p) failure to reimburse business
25 expenses.

26 12. “Settlement Administration Costs” means the costs payable from the Gross Settlement
27 Amount, subject to Court approval, to the Settlement Administrator for administering the Settlement.

28 13. “Settlement Period” means February 19, 2020 through December 31, 2023.

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

TERMS

14. Second Amended Complaint. As a condition of settlement, Cortez will file a Second Amended Complaint (“SAC”) to add Aguilar and Ellis as named plaintiffs and to combine Aguilar’s and Ellis’s PAGA claims with Cortez’s. Pending Court approval of the Settlement, Aguilar and Ellis and Defendant will stipulate to stay the *Aguilar* Action and *Ellis* Action. Defendant will not be required to file an answer or other responsive pleading to the SAC. If, for any reason, the Court does not approve of the Settlement, or if the Settlement does not become final for any reason, then the SAC will be deemed withdrawn and the First Amended Complaint will again become the operative complaint without prejudice to Cortez’s right to seek leave to file another amended complaint and without prejudice to Defendant’s rights to object and/or challenge an amended pleading. Defendant does not impliedly or expressly waive any arguments or defenses to the SAC.

15. Gross Settlement Amount. In consideration for Plaintiffs’ promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant will pay One Million One Hundred Thousand Dollars (\$1,100,000) (“Gross Settlement Amount”) to settle the Actions and in exchange for a release of the “Settled Claims.” The Gross Settlement Amount includes Plaintiffs’ attorneys’ fees, litigation costs and expenses, General Release Payments, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendant.

16. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all Settled Claims. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining twenty-five percent (25%) will be paid to all Aggrieved Employees according to the following formula:

16(a) Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period (“Individual Pay Periods”), and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period (“Total Pay Periods”).

16(b) To determine each Aggrieved Employee’s payment from the PAGA

Penalties Fund, the Settlement Administrator will use the following formula:
Settlement Payment = 25% of PAGA Penalties Fund × [Individual Pay
Periods ÷ Total Pay Periods].

16(c) Defendant estimates that Aggrieved Employees worked during an aggregate
total of approximately One Hundred Forty-Eight Thousand Eight Hundred
Ninety-Five (148,895) Pay Periods during the Settlement Period.

17. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
motion by Plaintiffs' Counsel for attorneys' fees and costs ("Attorneys' Fees and Costs") of not more
than Three Hundred Sixty-Six Thousand Six Hundred Sixty-Seven Dollars (\$366,667) in attorneys' fees,
plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiffs' Counsel's
litigation and settlement of the Actions (including expert/consultant fees, investigations costs, etc.), not to
exceed Fifty Thousand Dollars (\$50,000.00), both of which will be paid from the Gross Settlement
Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel will be added
to the PAGA Penalties Fund. The award of attorneys' fees will be divided as follows: (a) Fifty-Six
Percent (56%) to Capstone Law APC; (b) Twenty-Four Percent (24%) to Lavi & Ebrahimian LLP; and
(c) Twenty Percent (20%) to Lawyers *for* Justice, PC.

18. Settlement Administration Costs. The Parties will retain CPT Group, Inc. as the third-
party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be
responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate
tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement
Administration Costs will be paid from the Gross Settlement Amount. Settlement Administration Costs
are estimated at Twenty Thousand Dollars (\$20,000).

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

20. Dismissal of the *Aguilar* Action. Within five (5) business days after the Effective Date,
Aguilar and Ellis will respectively dismiss the *Aguilar* Action and *Ellis* Action with prejudice.

1 21. List of Aggrieved Employees. Within fourteen (14) calendar days after the Effective
2 Date, Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees
3 (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in Microsoft Excel and
4 will include each Aggrieved Employees full name; most recent mailing address and telephone number;
5 Social Security number; the respective number of pay periods during which each Aggrieved Employee
6 was employed during the Settlement Period; and any other relevant information needed to calculate
7 settlement payments.

8 22. Funding of the Settlement. Within seven (7) calendar days after entry of the Effective
9 Date, or seven (7) calendar days after the dismissal with prejudice of the *Aguilar* Action and *Ellis* Action,
10 whichever is later, Defendant will deposit the Gross Settlement Amount into the Qualified Settlement
11 Fund (“QSF”) to be established by the Settlement Administrator. Within fourteen (14) calendar days of
12 the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved
13 Employees, including Plaintiffs; (b) the LWDA; (c) Plaintiffs’ Counsel; and (d) itself. The Settlement
14 Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this
15 Settlement.

16 23. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue
17 each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an
18 explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a
19 search based on the National Change of Address Database for information to update and correct for any
20 known or identifiable address changes. Any checks returned as non-deliverable on or before the check
21 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
22 affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt
23 to determine the correct address using a skip-trace, or other search using the name, address or Social
24 Security number of the Aggrieved Employee involved and will then perform a single re-mailing. Checks
25 will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain
26 outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be
27 tendered to the California State Controller’s Office for Unclaimed Property in the name of the Aggrieved
28 Employee who do not cash their check before the deadline. All settlement payments to Aggrieved

1 Employees will be treated as miscellaneous income for which a 1099 will be issued.

2 24. Settled Claims. Upon the Effective Date, Plaintiffs and all Aggrieved Employees will be
3 forever barred from pursuing against Defendant and the Released Parties any and all Settled Claims
4 during the Settlement Period. Aggrieved Employees, other than Plaintiffs, will not be deemed to have
5 released any individual wage and hour claims by virtue of this Settlement.

6 25. Plaintiffs' Release. Upon the Effective Date, for purposes of Plaintiffs' Release,
7 Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the
8 California Civil Code, which reads:

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

14 26. In exchange for the above general release, each Plaintiff will receive the sum of Ten
15 Thousand Dollars (\$10,000) from the Gross Settlement Amount.

16 27. No Right to Exclusion or Objections by Representative Action Members. Because this
17 settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as
18 Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no
19 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
20 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
21 regardless of whether the Aggrieved Employee cashes any payment received as a result of this
22 Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the
23 Settlement Agreement.

24 28. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
25 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
26 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
27 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
28 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,

1 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

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

6 30. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
7 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
8 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
9 and the Parties will be returned to their original respective positions.

10 31. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
11 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
12 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters
13 as may be appropriate under court rules or as set forth in this Settlement.

14 32. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
15 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
16 on the Parties.

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

20 34. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
22 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
23 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
24 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
25 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
26 reach agreement on the form or content of any document needed to implement the Settlement, or on any
27 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
28 may seek the assistance of the Court to resolve such disagreement.

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

3 36. California Law Governs. All terms of this Settlement Agreement will be governed by
4 and interpreted according to the laws of the State of California.

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

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

14 39. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
15 Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request
16 from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

17 40. Invalidity of Any Provision. Before declaring any provision of this Settlement
18 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
19 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
20 valid and enforceable.

21 41. Captions. The captions and section numbers in this Settlement Agreement are inserted
22 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
23 provisions of this Settlement Agreement.

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

27 43. Enforcement Action. In the event that one or more of the Parties institutes any legal
28 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement

1 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
2 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
3 expert witness fees incurred in connection with any enforcement actions.

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

9 45. Representation By Counsel. The Parties acknowledge that they have been represented
10 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
11 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
12 in full.

13 46. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
14 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
15 Settlement Agreement.

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

21 48. Denial of Liability. The Parties expressly recognize that the making of this agreement
22 does not in any way constitute an admission or concession of wrongdoing on the part of Defendant.
23 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,
24 discussions or communications, nor any materials prepared, exchanged, issued or used during the
25 pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be
26 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,
27 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,
28 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

PLAINTIFF

Dated: 05-4-2024

Jose Cortez

PLAINTIFF

Dated: _____

Carla Aguilar

PLAINTIFF

Dated: _____

Zakiya Sun Ellis

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
B&V Enterprises, Inc.

1 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its
2 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments
3 of the Court entered into in connection therewith.

4
5 **READ CAREFULLY BEFORE SIGNING**

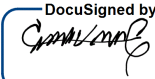
6 **PLAINTIFF**

7 Dated: _____

8 _____
Jose Cortez

9 **PLAINTIFF**

10 Dated: mayo 7, 2024 _____

11 _____
12 DocuSigned by:
13 
14 341076F7AEF64DF...
Carla Aguilar

15 **PLAINTIFF**

16 Dated: _____

17 _____
Zakiya Sun Ellis

18 **DEFENDANT**

19 Dated: _____

20 _____
21 [Name of Authorized Signatory]
22 B&V Enterprises, 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

CAPSTONE LAW APC

Dated: May 4, 2024



Raul Perez
Attorneys for Plaintiff Jose Cortez

LAVI & EBRAHIMIAN LLP

Dated: _____

Joseph Lavi
Attorneys for Plaintiff Carla Aguilar

LAWYERS *for* JUSTICE, PC

Dated: _____

Joanna Ghosh
Selena Matavosian
Attorneys for Plaintiff Zakiya Sun Ellis

FISHER & PHILLIPS

Dated: _____

Todd Scherwin
Hannah Sweiss
Attorneys for Defendant

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

CAPSTONE LAW APC

Dated: _____

Raul Perez
Attorneys for Plaintiff Jose Cortez

LAVI & EBRAHIMIAN LLP

Dated: May 8, 2024 _____

Designed by:
Joseph Lavi
871E0460FCF244D...
Joseph Lavi
Attorneys for Plaintiff Carla Aguilar

LAWYERS *for* JUSTICE, PC

Dated: _____

Joanna Ghosh
Selena Matavosian
Attorneys for Plaintiff Zakiya Sun Ellis

FISHER & PHILLIPS

Dated: _____

Todd Scherwin
Hannah Sweiss
Attorneys for Defendant

“Exhibit 2”

COSTS AND FEES ADVANCED BY LAVI & EBRAHIMIAN, LLP

DATE	ITEM	COST
	SETTLEMENT AMOUNT	\$
N/A	Copying	\$13.25
N/A	Scanning	\$13.25
N/A	Mail	\$43.24
	LOS ANGELES SUPERIOR COURT	
07/20/2020	Summons and Complaint Filing Fee (Paga)	\$435.00
08/31/2020	Court Transaction Fee (Paga)	\$2.25
03/22/2021	Document Retrieval- Stipulation and Order	\$8.60
12/02/2021	Document Retrieval- Stipulation and Order	\$5.80
04/05/2021	Document Retrieval Stipulation and Order Joint Stipulation and Protective Order (Paga)	\$8.60
04/29/2021	Filing of Case Management Conference (Paga)	\$34.15
09/22/2021	Document Retrieval- Request, Notice Continuance otip-GC 70617 (Paga)	\$22.25
10/05/2022	Document Retrieval-Order Re: Motion to Compel Arbitration	\$4.00
12/02/2021	Document Retrieval – Stipulation and Order (Paga)	\$5.80
06/12/2023	Document Retrieval- Appeal- Notice Court Reporter (Paga)	\$3.00
06/12/2023	Document Retrieval -Appeal (Paga)	\$2.00
05/06/2024	Document Retrieval- Notice of Hearing (Paga)	\$2.00
	DDS LEGAL SERVICES	
07/28/2020	Filing of Summons and Complaint (Paga)	\$27.20
07/29/2020	Attempted Process of Service of Summons and Complaint for Defendant B & V Enterprises, Inc. d/b/a Super King Markets (Paga)	\$53.90
08/26/2020	Filing of Notice (Paga)	\$34.15
09/10/2020	Chambers Copy for San Francisco Courthouse (Paga)	\$94.95
09/14/2020	Filing of Notice of Case Management Conference Statement (Paga)	\$34.15
12/30/2020	Filing of Plaintiff Case Management Statement (Paga)	\$29.95
01/04/2021	Filing of Plaintiff's Case Management Conference Statement (Paga)	\$44.15
04/29/2021	Filing of Case Management Statement (Paga)	\$34.15
09/20/2021	Filing of Joint Stipulation to Stay Discovery Pending Mediation; [Proposed] Order (Paga)	\$54.75
03/09/2022	Filing of Joint Update Re: Outcome of Mediation (Paga)	\$34.15
08/26/2022	Filing of Joint Stipulation to Continue Final Status Conference and Trial; [Proposed]	\$54.75
06/12/2023	Filing of Plaintiff's Notice of Continuance of Status Conference Re: Appeal (Paga)	\$34.15
01/05/2024	Filing of Joint Stipulation to Stay Case and Vacate January 10, 2024. Status Conference in Light of Settlement and Proposed Order with Courtesy Copy (Class)	\$54.75
02/07/2024	Filing of Notice of Status Conference Re: Settlement (Paga)	\$34.15
05/14/2024	Filing of Plaintiff's Notice of Case Reassignment (Paga)	\$34.15

	FEDEX	
09/07/2022	Arbitration Agreement to Carla Aguilar	\$23.75
09/12/2022	Spanish Arbitration Agreement to Carla Aguilar	\$23.56
	SANDRA GUERRA, CSR	
06/16/2023	Copy of Appeal Transcript (Paga)	\$38.00
	DEPARTMENT OF INDUSTRIAL RELATIONS	
04/10/2020	Paga Filing Fee	\$75.00
	LA COURT CONNECT	
01/14/2021	Case Management Conference (Paga)	\$15.00
05/14/2021	Case Management Conference (Paga)	\$15.00
	NETWORK DEPOSITION SERVICES	
09/15/2022	Translation of Declaration (Paga)	\$477.70
09/15/2022	Translation of Interview questions (Paga)	92.70
	Total Costs, fees and expenses	\$2,017.35

“Exhibit 3”

Joseph Lavi, Esq. (SBN 209776)
jlavi@lelawfirm.com
Vincent C. Granberry, Esq. (SBN 276483)
vgranberry@lelawfirm.com
Eve Howe, Esq. (SBN 350007)
ehowe@lelawfirm.com
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Attorneys for Plaintiff Carla Aguilar

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

JOSE CORTEZ, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California and
other aggrieved employees,

Plaintiff,

vs.

B & V ENTERPRISES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 20STCV44113

*[Assigned for all purposes to the Honorable
Wendy Chang, Department 36]*

**DECLARATION OF CARLA AGUILAR
IN SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT.**

DECLARATION OF CARLA AGUILAR



DECLARATION OF CARLA AGUILAR

I, Carla Aguilar, declare as follows:

1. I am a named plaintiff in the lawsuit against B&V ENTERPRISES, INC. ("B&V" or "Defendant"). I am familiar with the information in this declaration from my own knowledge and I would testify to the following facts if called as a witness.

2. I worked for B&V as an hourly non-exempt employee from sometime in 2019, through sometime around February/March 2020 (my employment ended sometime around the Covid-19 pandemic).

3. I understand this is a PAGA representative lawsuit and I am representing the interests of all individuals employed by B&V in California as a non-exempt employee at any time from February 19, 2020, through December 31, 2023. I understand that I must consider and protect the interests of the class members and place their interests before my own interests. I also understand that the court must approve any settlement to make sure I have protected the interests of the class members.

4. I have actively participated in the lawsuit against B&V for the past approximately 49 months since I began to search for an attorney for my employment claims in or around (at the latest) April 2020. I devoted considerable time and efforts to assist with the lawsuit. I provided my attorneys with information about my experiences at B&V and spent time searching for policies and other documents that were given to me during my employment. I responded when my attorneys contacted me and met with them to provide information about my employment, my experiences, and my understanding about the operations of B&V. I was also available during the mediation and provided any information my attorneys needed from me at the mediation. Once the settlement agreement was finalized, I spent time reviewing and discussing the settlement agreement with my attorneys before signing it.

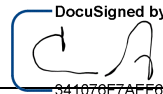
5. I also understand that I have taken risks by filing this lawsuit. I believe that by filing this lawsuit future employers may learn of the lawsuit and view me negatively because

DECLARATION OF CARLA AGUILAR

1 I hired an attorney and sued my employer when I thought my rights were violated. I believe
2 that this may affect future job prospects and this was a risk that the other employees did not
3 have to take. I understand that if the case had continued and had to go to trial, I would need
4 to take time off work and be present at trial and follow any other request from the court. I
5 have devoted significant time to help the case by responding to my attorneys whenever they
6 needed me, and by providing them with any requested information or documents that I have.
7 I will continue to help my attorneys with the case. I also know that I took a risk by filing this
8 lawsuit because if B&V won the case, I may have been responsible for the costs of the case.
9 I also had to sign a general release of claims against B&V.

10
11 I declare, under penalty of perjury under the laws of the State of California, that the
12 foregoing is true and correct.

13 Executed this 14th day of June, 2024, at Van Nuys, California.

14
15 DocuSigned by:

341070F7AEF04DF...

16 Carla Aguilar

17
18
19
20
21
22
23
24
25
26
27
28
DECLARATION OF CARLA AGUILAR

“Exhibit 4”

SHARE

PRINT

REPRINTS

NLJ'S BILLING SURVEY

Select a Firm

- ☐ Miles & Stockbridge
- ☐ Miller & Martin
- ☐ Morgan Lewis
- ☐ Morris Manning
- ☒ Morrison & Foerster
- ☐ Nixon Peabody
- ☐ Norton Rose
- ☐ Nutter McClennen
- ☐ O'Melveny & Myers
- ☐ Orrick Herrington
- ☐ Parker Poe
- ☐ Patton Boggs
- ☐ Paul Hastings
- ☐ Paul Weiss
- ☐ Pepper Hamilton
- ☐ Perkins Cole

Morrison & Foerster

Largest U.S. Office: San Francisco, 1,010 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Dechert	New York	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Andrews Kurth	Houston	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Hughes Hubbard	New York	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Irell & Manella	Los Angeles	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Proskauer Rose	New York	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
White & Case	New York	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Morrison & Foerster	San Francisco	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Pillsbury Winthrop	Washington	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Kaye Scholer	New York	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Kramer Levin	New York	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Hogan Lovells	Washington	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Kasowitz Benson	New York	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Kirkland & Ellis	Chicago	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Cooley	Palo Alto, Calif.	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | | Reset | 28,995 views | more by this author | Share | Download | Full Screen

[Learn About Tableau](#)

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

SHARE

PRINT

REPRINTS

NLJ'S BILLING SURVEY

Select a Firm

- ☐ Connell Foley
- ☒ Cooley
- ☐ Covington & Burling
- ☐ Cox Smith
- ☐ Cozen O'Connor
- ☐ Curtis, Mallet-Prevost
- ☐ Davis Graham
- ☐ Davis Polk
- ☐ Debevoise & Plimpton
- ☐ Dechert
- ☐ Dentons
- ☐ Dickstein Shapiro
- ☐ Dinsmore & Shohl
- ☐ DLA Piper
- ☐ Dorsey & Whitney
- ☐ Duane Morris

Cooley

Largest U.S. Office: Palo Alto, Calif., 632 total full-time equivalent attorneys

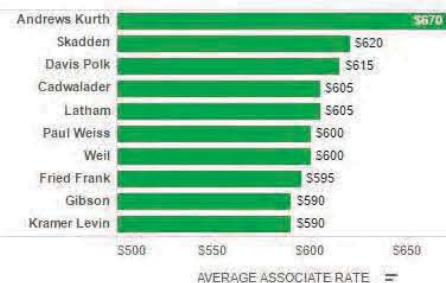
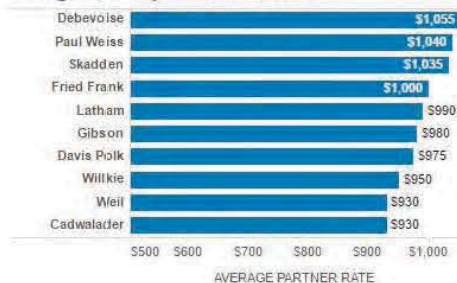


By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Kaye Scholer	New York	433	\$1,100	\$850	\$715	\$620	\$570	\$225
Kramer Levin	New York	328	\$1,025	\$800	\$675	\$600	\$550	\$200
Hogan Lovells	Washington	228	\$1,000	\$750	\$625	\$550	\$500	\$175
Kasowitz Benson	New York	200	\$1,000	\$750	\$625	\$550	\$500	\$175
Kirkland & Ellis	Chicago	141	\$950	\$700	\$575	\$500	\$450	\$150
Cooley	Palo Alto, Calif.	632	\$990	\$820	\$660	\$630	\$525	\$160
Arnold & Porter	Washington	100	\$900	\$650	\$525	\$450	\$400	\$125
Paul Hastings	New York	88	\$850	\$600	\$475	\$400	\$350	\$100
Curtis, Mallet-Prevost	New York	85	\$800	\$550	\$425	\$350	\$300	\$75
Winston & Strawn	Chicago	80	\$800	\$550	\$425	\$350	\$300	\$75
Bingham McCutchen	Boston	60	\$1,000	\$750	\$625	\$550	\$500	\$175
Akin Gump	Washington	60	\$1,000	\$750	\$625	\$550	\$500	\$175
Covington & Burling	Washington	75	\$800	\$550	\$425	\$350	\$300	\$75
King & Spalding	Atlanta	50	\$800	\$550	\$425	\$350	\$300	\$75

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | Redo | Reset

 tableau
 28,995 views | more by this author

Share | Download | Full Screen

Learn About Tableau

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

SHARE

PRINT

REPRINTS

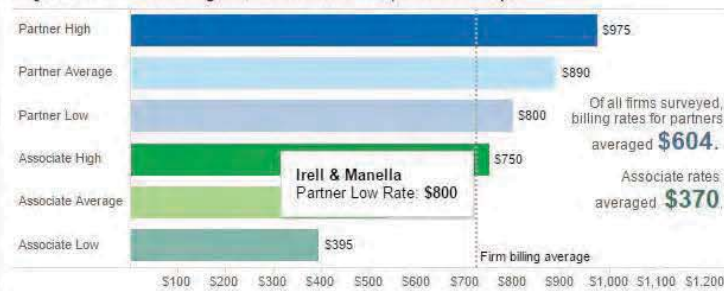
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Harris Beach
- ☐ Harter Secrest
- ☐ Haynes and Boone
- ☐ Hogan Lovells
- ☐ Holland & Hart
- ☐ Holland & Knight
- ☐ Honigman Miller
- ☐ Hughes Hubbard
- ☐ Husch Blackwell
- ☐ Ice Miller
- ☒ Irell & Manella
- ☐ Jackson Kelly
- ☐ Jackson Lewis
- ☐ Jackson Walker
- ☐ Jeffer Mangels
- ☐ Jenner & Block

Irell & Manella

Largest U.S. Office: Los Angeles, 164 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Dechert	New York	1,412	\$1,150	\$850	\$650	\$750	\$550	\$350
Andrews Kurth	Houston	368	\$1,100	\$850	\$650	\$750	\$550	\$350
Hughes Hubbard	New York	368	\$1,100	\$850	\$650	\$750	\$550	\$350
Irell & Manella	Los Angeles	164	\$975	\$890	\$800	\$750	\$535	\$395
Proskauer Rose	New York	740	\$1,100	\$850	\$650	\$750	\$550	\$350
White & Case	New York	1,200	\$1,100	\$850	\$650	\$750	\$550	\$350
Morrison & Foerster	San Francisco	1,100	\$1,100	\$850	\$650	\$750	\$550	\$350
Pillsbury Winthrop	Washington	800	\$1,100	\$850	\$650	\$750	\$550	\$350
Kaye Scholer	New York	800	\$1,100	\$850	\$650	\$750	\$550	\$350
Kramer Levin	New York	800	\$1,100	\$850	\$650	\$750	\$550	\$350
Hogan Lovells	Washington	2,200	\$1,100	\$850	\$650	\$750	\$550	\$350
Kasowitz Benson	New York	800	\$1,100	\$850	\$650	\$750	\$550	\$350
Kirkland & Ellis	Chicago	1,500	\$1,100	\$850	\$650	\$750	\$550	\$350
Cooley	Palo Alto, Calif.	800	\$1,100	\$850	\$650	\$750	\$550	\$350

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | | Reset | 28,995 views | more by this author | Share | Download | Full Screen

[Learn About Tableau](#)

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

SHARE

PRINT

REPRINTS

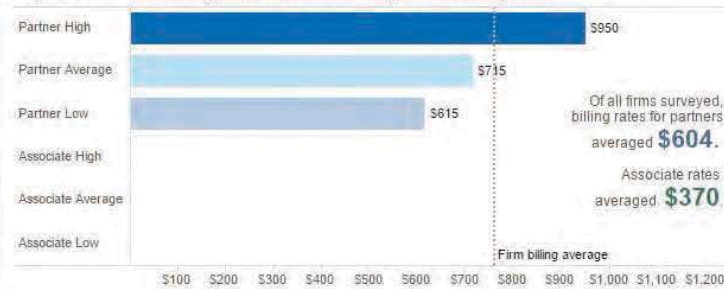
NLJ'S BILLING SURVEY

Select a Firm

- ☐ McElroy Deutsch
- ☐ McGuireWoods
- ☐ McKenna Long
- ☐ Michael Best
- ☐ Miles & Stockbridge
- ☐ Miller & Martin
- ☐ Morgan Lewis
- ☐ Morris Manning
- ☐ Morrison & Foerster
- ☐ Nixon Peabody
- ☐ Norton Rose
- ☐ Nutter McClennen
- ☒ O'Melveny & Myers
- ☐ Orrick Herrington
- ☐ Parker Poe
- ☐ Patton Boggs

O'Melveny & Myers

Largest U.S. Office: Los Angeles, 738 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

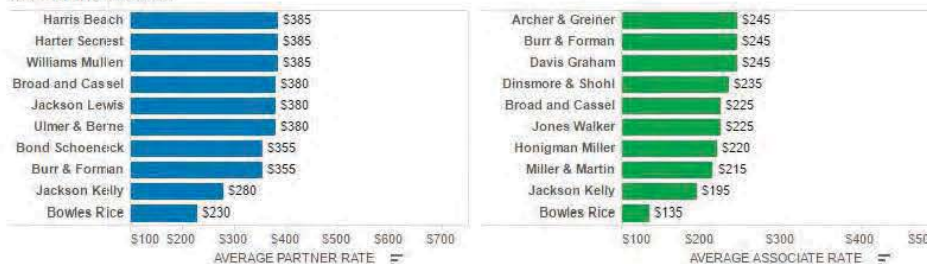
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,000	\$1,055	\$715	\$615	\$595	\$370	\$230
Dickstein Shapiro	Washington	800	\$1,050	\$700	\$600	\$580	\$370	\$230
Jenner & Block	Chicago	4,100	\$1,025	\$685	\$585	\$575	\$365	\$225
Jones Day	New York	3,300	\$875	\$575	\$475	\$565	\$355	\$215
Manatt Phelps	Los Angeles	900	\$1,000	\$680	\$580	\$560	\$350	\$210
Seward & Kissel	New York	900	\$850	\$550	\$450	\$540	\$340	\$200
O'Melveny & Myers	Los Angeles	738	\$950	\$715	\$615	\$595	\$370	\$230
McDermott Will	Chicago	1,000	\$815	\$515	\$415	\$505	\$305	\$205
Reed Smith	Pittsburgh	1,000	\$800	\$500	\$400	\$490	\$290	\$190
Dentons	N/A**	1,000	\$800	\$500	\$400	\$490	\$290	\$190
Jeffer Mangels	Los Angeles	900	\$800	\$500	\$400	\$490	\$290	\$190
Sheppard Mullin	Los Angeles	900	\$800	\$500	\$400	\$490	\$290	\$190
Alston & Bird	Atlanta	900	\$800	\$500	\$400	\$490	\$290	\$190
Foley Hoag	Boston	900	\$800	\$500	\$400	\$490	\$290	\$190

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | + a b l e a u | 28,995 views | more by this author | Share | Download | Full Screen

[Learn About Tableau](#)

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

SHARE

PRINT

REPRINTS

NLJ'S BILLING SURVEY

Select a Firm

- ☐ McElroy Deutsch
- ☐ McGuireWoods
- ☐ McKenna Long
- ☐ Michael Best
- ☐ Miles & Stockbridge
- ☐ Miller & Martin
- ☐ Morgan Lewis
- ☐ Morris Manning
- ☐ Morrison & Foerster
- ☐ Nixon Peabody
- ☐ Norton Rose
- ☐ Nutter McClennen
- ☐ O'Melveny & Myers
- ☒ Orrick Herrington
- ☐ Parker Poe
- ☐ Patton Boggs

Orrick, Herrington & Sutcliffe

Largest U.S. Office: San Francisco, 977 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	47	\$885	\$625	\$305	\$675	\$310	\$170
Kelley Drye	New York	238	\$615	\$425	\$205	\$545	\$245	\$125
Gardere Wynne	Dallas	233	\$775	\$525	\$255	\$645	\$310	\$155
Pepper Hamilton	Philadelphia	403	\$845	\$525	\$275	\$685	\$330	\$175
Orrick Herrington	San Francisco	977	\$945	\$625	\$305	\$675	\$310	\$170
Stevens & Lee	Reading, Pa.	167	\$845	\$485	\$225	\$645	\$285	\$145
Duane Morris	Philadelphia	800	\$775	\$425	\$205	\$545	\$245	\$125
Morgan Lewis	Philadelphia	1,334	\$745	\$425	\$205	\$545	\$245	\$125
Troutman Sanders	Atlanta	1,275	\$675	\$325	\$155	\$575	\$265	\$135
Allen Matkins	Los Angeles	167	\$645	\$325	\$155	\$545	\$245	\$125
Katten Muchin	Chicago	380	\$775	\$425	\$205	\$545	\$245	\$125
Lowenstein Sandler	Roseland, N.J.	204	\$775	\$425	\$205	\$545	\$245	\$125
Seyfarth Shaw	Chicago	1,000	\$645	\$325	\$155	\$545	\$245	\$125
Buchalter Niermer	Los Angeles	104	\$625	\$325	\$155	\$545	\$245	\$125

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | | Reset | 28,995 views | more by this author | Share | Download | Full Screen

[Learn About Tableau](#)

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

SHARE

PRINT

REPRINTS

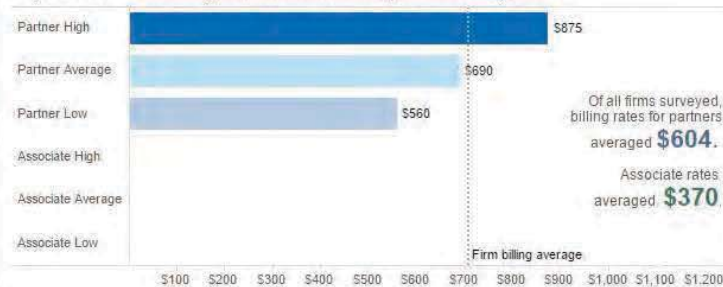
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Allen & Matulis
- ☐ Jackson Kelly
- ☐ Jackson Lewis
- ☐ Jackson Walker
- ☒ Jeffer Mangels
- ☐ Jenner & Block
- ☐ Jones Day
- ☐ Jones Walker
- ☐ Kasowitz Benson
- ☐ Katten Muchin
- ☐ Kaye Scholer
- ☐ Kelley Drye
- ☐ Kilpatrick Townsend
- ☐ King & Spalding
- ☐ Kirkland & Ellis
- ☐ Knobbe Martens

Jeffer, Mangels, Butler & Mitchell

Largest U.S. Office: Los Angeles, 126 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,100	\$1,100	\$700	\$500	\$600	\$400	\$300
Dickstein Shapiro	Washington	800	\$1,000	\$600	\$400	\$500	\$300	\$200
Jenner & Block	Chicago	4,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Jones Day	New York	2,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Manatt Phelps	Los Angeles	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Seward & Kissel	New York	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
O'Melveny & Myers	Los Angeles	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
McDermott Will	Chicago	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Reed Smith	Pittsburgh	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Dentons	N/A**	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Jeffer Mangels	Los Angeles	126	\$875	\$690	\$560			
Sheppard Mullin	Los Angeles	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Alston & Bird	Atlanta	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Foley Hoag	Boston	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | | Reset | 28,995 views | more by this author | Share | Download | Full Screen

[Learn About Tableau](#)

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

SHARE

PRINT

REPRINTS

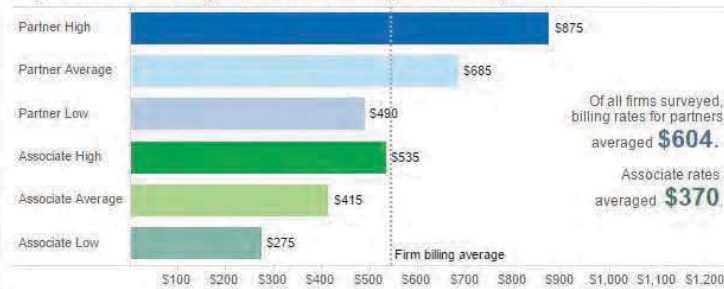
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Robinson & Cole
- ☐ Rutan & Tucker
- ☐ Saul Ewing
- ☐ Sedgwick
- ☐ Seward & Kissel
- ☐ Seyfarth Shaw
- ☒ Sheppard Mullin
- ☐ Shumaker Loop
- ☐ Shuts & Bowen
- ☐ Skadden, Arps
- ☐ Snell & Wilmer
- ☐ Squire Sanders
- ☐ Stevens & Lee
- ☐ Stinson Morrison
- ☐ Stoel Rives
- ☐ Strasburger & Price

Sheppard, Mullin, Richter & Hampton

Largest U.S. Office: Los Angeles, 521 total full-time equivalent attorneys

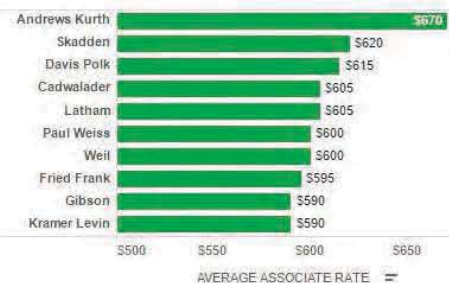
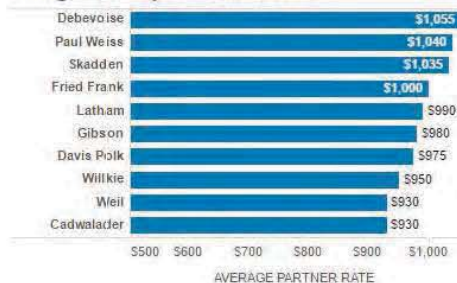


By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Jeffer Mangels	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Sheppard Mullin	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Alston & Bird	Atlanta	521	\$875	\$685	\$490	\$535	\$415	\$275
Foley Hoag	Boston	521	\$875	\$685	\$490	\$535	\$415	\$275
Haynes and Boone	Dallas	521	\$875	\$685	\$490	\$535	\$415	\$275
Patton Boggs	Washington	521	\$875	\$685	\$490	\$535	\$415	\$275
Wiley Rein	Washington	521	\$875	\$685	\$490	\$535	\$415	\$275
Richards Layton	Wilmington, Del.	521	\$875	\$685	\$490	\$535	\$415	\$275
Venable	Washington	521	\$875	\$685	\$490	\$535	\$415	\$275
Greenberg Traurig	New York	521	\$875	\$685	\$490	\$535	\$415	\$275
Squire Sanders	Cleveland	521	\$875	\$685	\$490	\$535	\$415	\$275
Arent Fox	Washington	521	\$875	\$685	\$490	\$535	\$415	\$275
Blank Rome	Philadelphia	521	\$875	\$685	\$490	\$535	\$415	\$275
Kelley Drye	New York	521	\$875	\$685	\$490	\$535	\$415	\$275

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | Reset

+ a b l e a u

28,995 views | more by this author

Share | Download | Full Screen

[Learn About Tableau](#)

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

SHARE

PRINT

REPRINTS

NLJ'S BILLING SURVEY

Select a Firm

- ☐ Ballard Spahr
- ☐ Barnes & Thornburg
- ☐ Benesh Friedlander
- ☐ Best Best
- ☐ Bingham McCutchen
- ☐ Blank Rome
- ☐ Bond Schoeneck
- ☐ Bowles Rice
- ☐ Bracewell & Giuliani
- ☐ Bradley Arant
- ☐ Broad and Cassel
- ☐ Brownstein Hyatt
- ☐ Bryan Cave
- ☒ Buchalter Nemer
- ☐ Burr & Forman
- ☐ Butzel Long

Buchalter Nemer

Largest U.S. Office: Los Angeles, 134 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

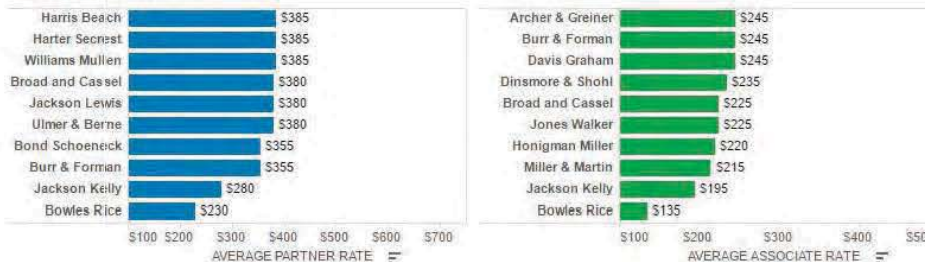
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Seyfarth Shaw	Chicago	731	\$695	\$611	\$475	\$375	\$365	\$350
Buchalter Nemer	Los Angeles	134	\$695	\$605	\$475	\$375	\$365	\$350
Carlton Fields	Tampa, Fla.	276	\$611	\$605	\$475	\$375	\$365	\$350
Foley & Lardner	Milwaukee	872	\$695	\$605	\$475	\$375	\$365	\$350
Perkins Coie	Seattle	822	\$695	\$605	\$475	\$375	\$365	\$350
Vinson & Elkins	Houston	877	\$695	\$605	\$475	\$375	\$365	\$350
Holland & Knight	Washington	808	\$695	\$605	\$475	\$375	\$365	\$350
McGuire Woods	Richmond, Va.	841	\$695	\$605	\$475	\$375	\$365	\$350
Bryan Cave	St. Louis	808	\$695	\$605	\$475	\$375	\$365	\$350
Nutter McClennen	Boston	736	\$695	\$605	\$475	\$375	\$365	\$350
Gibbons	Newark, N.J.	286	\$695	\$605	\$475	\$375	\$365	\$350
Cozen O'Connor	Philadelphia	881	\$695	\$605	\$475	\$375	\$365	\$350
Knobbe Martens	Irvine, Calif.	208	\$695	\$605	\$475	\$375	\$365	\$350
Kilpatrick Townsend	Atlanta	850	\$695	\$605	\$475	\$375	\$365	\$350

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | + a b l e a u | 28,995 views | more by this author | Share | Download | Full Screen

[Learn About Tableau](#)

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

SHARE

PRINT

REPRINTS

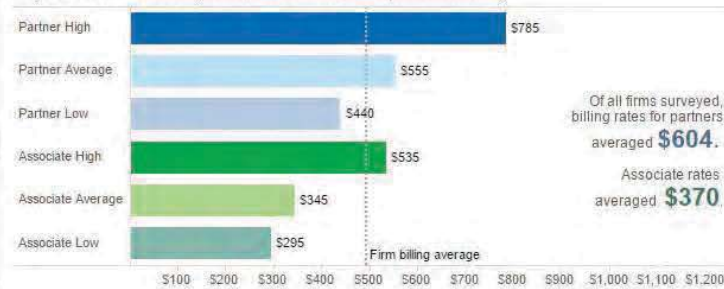
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Katten Muchin
- ☐ Kaye Scholer
- ☐ Kelley Drye
- ☐ Kilpatrick Townsend
- ☐ King & Spalding
- ☐ Kirkland & Ellis
- ☒ Knobbe Martens
- ☐ Kramer Levin
- ☐ Lane Powell
- ☐ Latham & Watkins
- ☐ Lathrop & Gage
- ☐ Leonard Street
- ☐ Lewis Roca
- ☐ Lindquist & Vennum
- ☐ Littler Mendelson
- ☐ Lovenstein Sandler

Knobbe, Martens, Olson & Bear

Largest U.S. Office: Irvine, Calif., 268 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

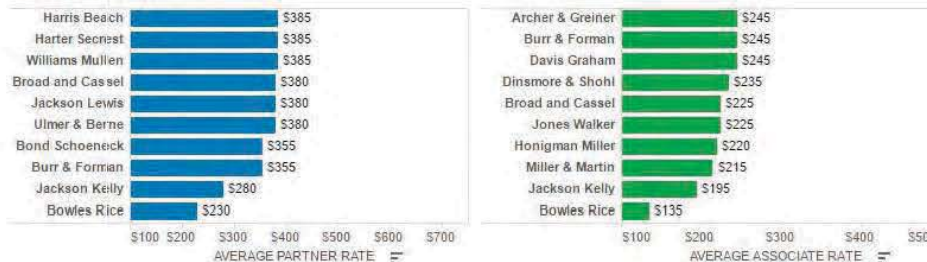
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	240	\$785	\$555	\$440	\$535	\$345	\$295
Cozen O'Connor	Philadelphia	240	\$785	\$555	\$440	\$535	\$345	\$295
Knobbe Martens	Irvine, Calif.	268	\$785	\$555	\$440	\$535	\$345	\$295
Kilpatrick Townsend	Atlanta	240	\$785	\$555	\$440	\$535	\$345	\$295
Littler Mendelson	San Francisco	240	\$785	\$555	\$440	\$535	\$345	\$295
Edwards Wildman	Boston	240	\$785	\$555	\$440	\$535	\$345	\$295
Thompson & Knight	Dallas	240	\$785	\$555	\$440	\$535	\$345	\$295
Fox Rothschild	Philadelphia	240	\$785	\$555	\$440	\$535	\$345	\$295
McCarter & English	Newark, N.J.	240	\$785	\$555	\$440	\$535	\$345	\$295
McKenna Long	Atlanta	240	\$785	\$555	\$440	\$535	\$345	\$295
Saul Ewing	Philadelphia	240	\$785	\$555	\$440	\$535	\$345	\$295
Brownstein Hyatt	Denver	240	\$785	\$555	\$440	\$535	\$345	\$295
Lindquist & Vennum	Minneapolis	240	\$785	\$555	\$440	\$535	\$345	\$295
Nixon Peabody	Boston	240	\$785	\$555	\$440	\$535	\$345	\$295

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | + a b l e a u | 28,995 views | more by this author | Share | Download | Full Screen

[Learn About Tableau](#)

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

SHARE

PRINT

REPRINTS

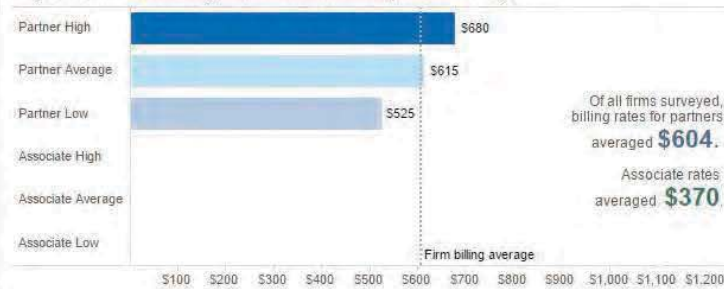
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Adams and Reese
- ☐ Akerman Senterfitt
- ☐ Akin Gump
- ☒ Allen Matkins
- ☐ Alston & Bird
- ☐ Andrews Kurth
- ☐ Archer & Greiner
- ☐ Arent Fox
- ☐ Arnall Golden
- ☐ Arnold & Porter
- ☐ Arnstein & Lehr
- ☐ Baker & Hostetler
- ☐ Baker & McKenzie
- ☐ Baker Donelson
- ☐ Ballard Spahr
- ☐ Barnes & Thornburg

Allen Matkins Leck Gamble Mallory & Natsis

Largest U.S. Office: Los Angeles, 187 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

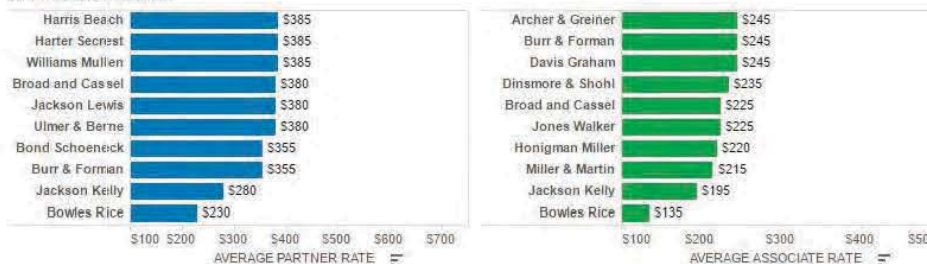
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	100	\$650	\$550	\$450	\$350	\$250	\$150
Kelley Drye	New York	250	\$650	\$550	\$450	\$350	\$250	\$150
Gardere Wynne	Dallas	200	\$650	\$550	\$450	\$350	\$250	\$150
Pepper Hamilton	Philadelphia	150	\$650	\$550	\$450	\$350	\$250	\$150
Orrick Herrington	San Francisco	180	\$650	\$550	\$450	\$350	\$250	\$150
Stevens & Lee	Reading, Pa.	100	\$650	\$550	\$450	\$350	\$250	\$150
Duane Morris	Philadelphia	100	\$650	\$550	\$450	\$350	\$250	\$150
Morgan Lewis	Philadelphia	150	\$650	\$550	\$450	\$350	\$250	\$150
Troutman Sanders	Atlanta	100	\$650	\$550	\$450	\$350	\$250	\$150
Allen Matkins	Los Angeles	187	\$680	\$615	\$525			
Katten Muchin	Chicago	200	\$650	\$550	\$450	\$350	\$250	\$150
Lowenstein Sandler	Roseland, N.J.	250	\$650	\$550	\$450	\$350	\$250	\$150
Seyfarth Shaw	Chicago	200	\$650	\$550	\$450	\$350	\$250	\$150
Buchalter Nierier	Los Angeles	100	\$650	\$550	\$450	\$350	\$250	\$150

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | | Reset | 28,995 views | more by this author | Share | Download | Full Screen

[Learn About Tableau](#)

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

SHARE

PRINT

REPRINTS

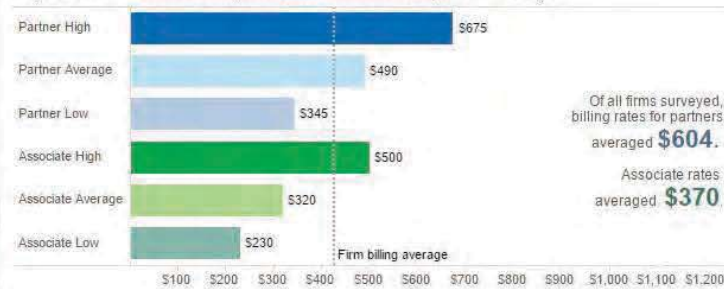
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Pepper Hamilton
- ☐ Perkins Cole
- ☐ Pillsbury Winthrop
- ☐ Polsinelli
- ☐ Proskauer Rose
- ☐ Quarles & Brady
- ☐ Quinn Emanuel
- ☐ Reed Smith
- ☐ Richards Layton
- ☐ Riker Danzig
- ☐ Robinson & Cole
- ☒ Rutan & Tucker
- ☐ Saul Ewing
- ☐ Sedgwick
- ☐ Seward & Kissel
- ☐ Seyfarth Shaw

Rutan & Tucker

Largest U.S. Office: Costa Mesa, Calif., 139 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

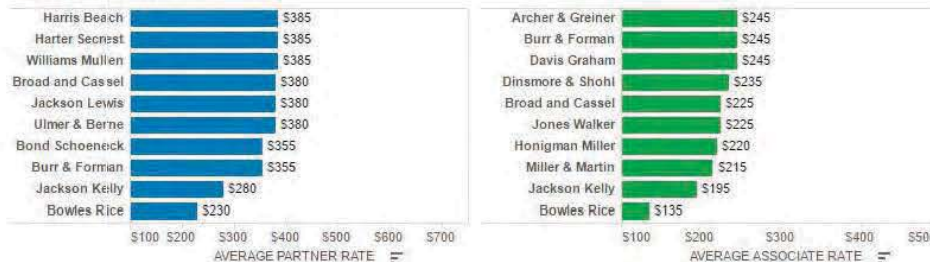
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Archer & Greiner	Phoenix	100	\$675	\$490	\$345	\$500	\$320	\$230
Arnall Golden	Atlanta	100	\$675	\$490	\$345	\$500	\$320	\$230
Rutan & Tucker	Costa Mesa, Calif.	139	\$675	\$490	\$345	\$500	\$320	\$230
Akerman Senterfitt	Miami	100	\$675	\$490	\$345	\$500	\$320	\$230
Barnes & Thornburg	Indianapolis	100	\$675	\$490	\$345	\$500	\$320	\$230
Morris Manning	Atlanta	100	\$675	\$490	\$345	\$500	\$320	\$230
Ballard Spahr	Philadelphia	100	\$675	\$490	\$345	\$500	\$320	\$230
Stinson Morrison	Kansas City, Mo.	100	\$675	\$490	\$345	\$500	\$320	\$230
Stoel Rives	Portland, Ore.	100	\$675	\$490	\$345	\$500	\$320	\$230
Miles & Stockbridge	Baltimore	100	\$675	\$490	\$345	\$500	\$320	\$230
Quarles & Brady	Milwaukee	100	\$675	\$490	\$345	\$500	\$320	\$230
Arnstein & Lehr	Chicago	100	\$675	\$490	\$345	\$500	\$320	\$230
Waller Lansden	Nashville, Tenn.	100	\$675	\$490	\$345	\$500	\$320	\$230
Benesch Friedlander	Cleveland	100	\$675	\$490	\$345	\$500	\$320	\$230
Boat Boat	Denver, Colo.	100	\$675	\$490	\$345	\$500	\$320	\$230

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | + a b l e a u | 28,995 views | more by this author | Share | Download | Full Screen

[Learn About Tableau](#)

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

SHARE

PRINT

REPRINTS

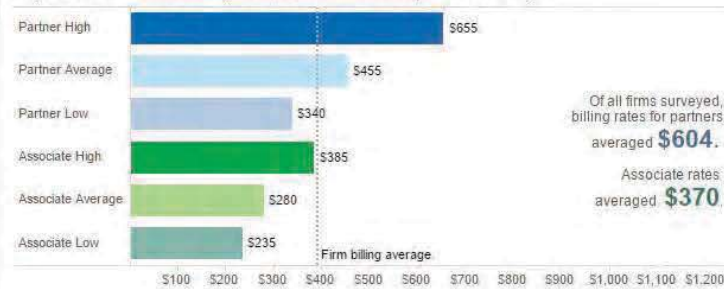
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Alston & Bird
- ☐ Andrews Kurth
- ☐ Archer & Greiner
- ☐ Arent Fox
- ☐ Arnall Golden
- ☐ Arnold & Porter
- ☐ Arnstein & Lehr
- ☐ Baker & Hostetler
- ☐ Baker & McKenzie
- ☐ Baker Donelson
- ☐ Ballard Spahr
- ☐ Barnes & Thornburg
- ☐ Benesch Friedlander
- ☒ Best Best
- ☐ Bingham McCutchen
- ☐ Blank Rome

Best Best & Krieger

Largest U.S. Office: Riverside, Calif., 175 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Quarles & Brady	Milwaukee	475	\$650	\$450	\$350	\$380	\$275	\$210
Arnstein & Lehr	Chicago	1,100	\$650	\$450	\$350	\$380	\$275	\$210
Waller Lansden	Nashville, Tenn.	1,000	\$650	\$450	\$350	\$380	\$275	\$210
Benesch Friedlander	Cleveland	750	\$650	\$450	\$350	\$380	\$275	\$210
Best Best	Riverside, Calif.	175	\$655	\$455	\$340	\$385	\$280	\$235
Faegre Baker	Minneapolis	850	\$650	\$450	\$350	\$380	\$275	\$210
Riker Danzig	Morristown, N.J.	650	\$650	\$450	\$350	\$380	\$275	\$210
Baker & Hostetler	Cleveland	1,100	\$650	\$450	\$350	\$380	\$275	\$210
Ice Miller	Indianapolis	600	\$650	\$450	\$350	\$380	\$275	\$210
Parker Poe	Charlotte, N.C.	1,700	\$650	\$450	\$350	\$380	\$275	\$210
Michael Best	Milwaukee	450	\$650	\$450	\$350	\$380	\$275	\$210
Butzel Long	Bloomfield Hills, Mich.	750	\$650	\$450	\$350	\$380	\$275	\$210
McElroy Deutsch	Morristown, N.J.	700	\$650	\$450	\$350	\$380	\$275	\$210
Thompson Coburn	St. Louis	500	\$650	\$450	\$350	\$380	\$275	\$210

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | | Reset | 28,995 views | more by this author | Share | Download | Full Screen

[Learn About Tableau](#)

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

SHARE

PRINT

REPRINTS

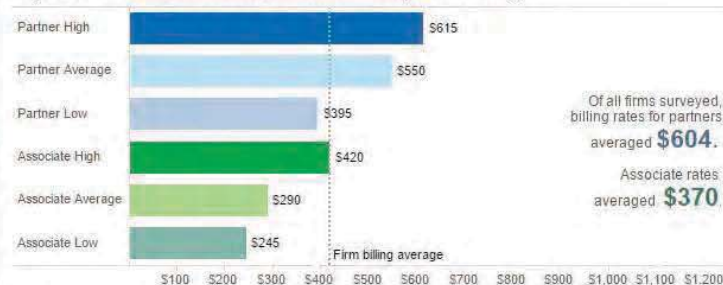
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Latham & Watkins
- ☐ Lathrop & Gage
- ☐ Leonard Street
- ☐ Lewis Roca
- ☐ Lindquist & Vennum
- ☒ Littler Mendelson
- ☐ Lowenstein Sandler
- ☐ Manatt Phelps
- ☐ McCarter & English
- ☐ McDermott Will
- ☐ McElroy Deutsch
- ☐ McGuireWoods
- ☐ McKenna Long
- ☐ Michael Best
- ☐ Miles & Stockbridge
- ☐ Miller & Martin

Littler Mendelson

Largest U.S. Office: San Francisco, 909 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

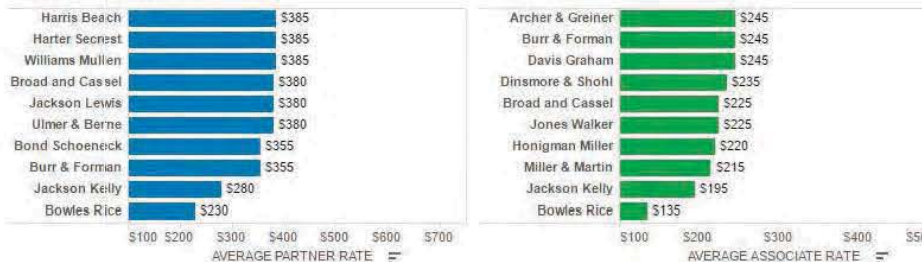
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	242	\$385	\$350	\$300	\$475	\$380	\$325
Cozen O'Connor	Philadelphia	288	\$1,040	\$750	\$500	\$594	\$545	\$495
Knobbe Martens	Irvine, Calif.	288	\$750	\$550	\$400	\$575	\$545	\$495
Kilpatrick Townsend	Atlanta	510	\$775	\$550	\$400	\$575	\$545	\$495
Littler Mendelson	San Francisco	909	\$615	\$550	\$395	\$420	\$290	\$245
Edwards Wildman	Boston	570	\$745	\$550	\$415	\$545	\$525	\$485
Thompson & Knight	Dallas	288	\$775	\$550	\$400	\$575	\$545	\$495
Fox Rothschild	Philadelphia	688	\$750	\$550	\$400	\$575	\$545	\$495
McCarter & English	Newark, N.J.	373	\$625	\$500	\$400	\$575	\$545	\$495
McKenna Long	Atlanta	588	\$625	\$500	\$400	\$575	\$545	\$495
Saul Ewing	Philadelphia	228	\$625	\$500	\$400	\$575	\$545	\$495
Brownstein Hyatt	Denver	278	\$745	\$550	\$415	\$545	\$525	\$485
Lindquist & Vennum	Minneapolis	188	\$600	\$500	\$400	\$575	\$545	\$495
Nixon Peabody	Boston	570	\$625	\$500	\$400	\$575	\$545	\$495

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | | Reset | 28,995 views | more by this author | Share | Download | Full Screen

[Learn About Tableau](#)

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

SHARE

PRINT

REPRINTS

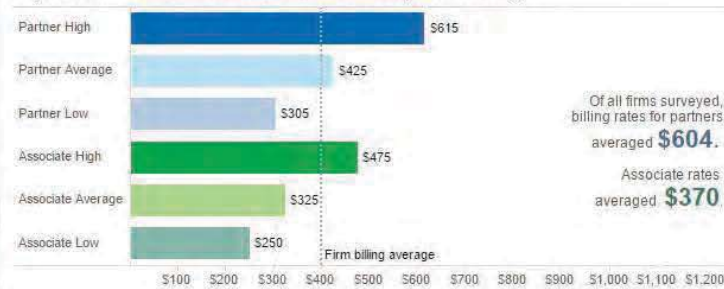
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Pepper Hamilton
- ☐ Perkins Cole
- ☐ Pillsbury Winthrop
- ☐ Polsinelli
- ☐ Proskauer Rose
- ☐ Quarles & Brady
- ☐ Quinn Emanuel
- ☐ Reed Smith
- ☐ Richards Layton
- ☐ Riker Danzig
- ☐ Robinson & Cole
- ☐ Rutan & Tucker
- ☐ Saul Ewing
- ☒ Sedgwick
- ☐ Seward & Kissel
- ☐ Seyfarth Shaw

Sedgwick

Largest U.S. Office: San Francisco, 347 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

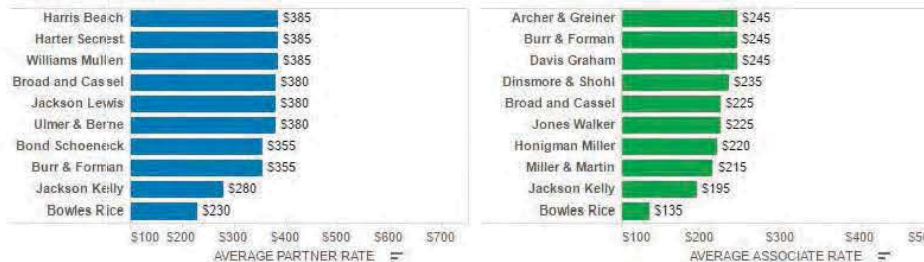
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Han	Denver	250	\$575	\$400	\$275	\$450	\$300	\$210
Bradley Arant	Birmingham, Ala.	250	\$575	\$400	\$275	\$450	\$300	\$210
Husch Blackwell	St. Louis	250	\$575	\$400	\$275	\$450	\$300	\$210
Lane Powell	Seattle	250	\$575	\$400	\$275	\$450	\$300	\$210
Shutts & Bowen	Miami	250	\$575	\$400	\$275	\$450	\$300	\$210
Connell Foley	Roseland, N.J.	250	\$575	\$400	\$275	\$450	\$300	\$210
Sedgwick	San Francisco	347	\$615	\$425	\$305	\$475	\$325	\$250
Gordon & Rees	San Francisco	250	\$575	\$400	\$275	\$450	\$300	\$210
Lathrop & Gage	Kansas City, Mo.	250	\$575	\$400	\$275	\$450	\$300	\$210
Strasburger & Price	Dallas	250	\$575	\$400	\$275	\$450	\$300	\$210
Wyatt Tarrant	Louisville, Ky.	250	\$575	\$400	\$275	\$450	\$300	\$210
Taft Stettinius	Cincinnati	250	\$575	\$400	\$275	\$450	\$300	\$210
Polsinelli	Kansas City, Mo.	250	\$575	\$400	\$275	\$450	\$300	\$210
Robinson & Cole	Hartford, Conn.	250	\$575	\$400	\$275	\$450	\$300	\$210

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | | Reset | 28,995 views | more by this author | Share | Download | Full Screen

[Learn About Tableau](#)

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

SHARE

PRINT

REPRINTS

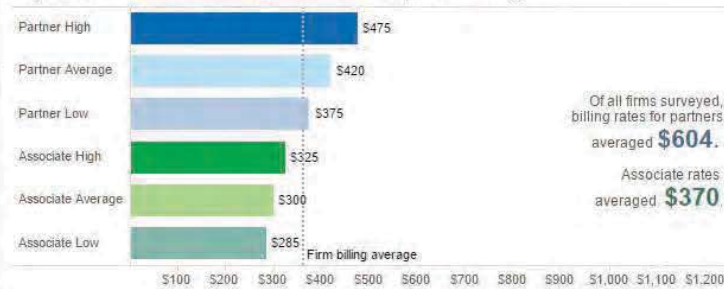
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Dorsey & Whitney
- ☐ Duane Morris
- ☐ Edwards Wildman
- ☐ Faegre Baker
- ☐ Foley & Lardner
- ☐ Foley Hoag
- ☐ Fox Rothschild
- ☐ Fried Frank
- ☐ Gardere Wynne
- ☐ Gibbons
- ☐ Gibson Dunri
- ☒ Gordon & Rees
- ☐ Greenberg Traurig
- ☐ Harris Beach
- ☐ Harter Secrest
- ☐ Heisey & Pines

Gordon & Rees

Largest U.S. Office: San Francisco, 457 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

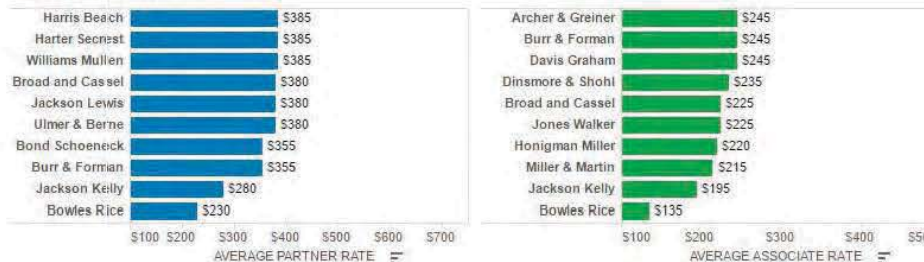
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Nard	Denver	125	\$475	\$420	\$375	\$325	\$300	\$285
Bradley Arant	Birmingham, Ala.	125	\$475	\$420	\$375	\$325	\$300	\$285
Husch Blackwell	St. Louis	125	\$475	\$420	\$375	\$325	\$300	\$285
Lane Powell	Seattle	125	\$475	\$420	\$375	\$325	\$300	\$285
Shutts & Bowen	Miami	125	\$475	\$420	\$375	\$325	\$300	\$285
Connell Foley	Roseland, N.J.	125	\$475	\$420	\$375	\$325	\$300	\$285
Sedgwick	San Francisco	125	\$475	\$420	\$375	\$325	\$300	\$285
Gordon & Rees	San Francisco	457	\$475	\$420	\$375	\$325	\$300	\$285
Lathrop & Gage	Kansas City, Mo.	125	\$475	\$420	\$375	\$325	\$300	\$285
Strasburger & Price	Dallas	125	\$475	\$420	\$375	\$325	\$300	\$285
Wyatt Tarrant	Louisville, Ky.	125	\$475	\$420	\$375	\$325	\$300	\$285
Taft Stettinius	Cincinnati	125	\$475	\$420	\$375	\$325	\$300	\$285
Polsinelli	Kansas City, Mo.	125	\$475	\$420	\$375	\$325	\$300	\$285
Robinson & Cole	Hartford, Conn.	125	\$475	\$420	\$375	\$325	\$300	\$285

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | | Reset | 28,995 views | more by this author | Share | Download | Full Screen

[Learn About Tableau](#)

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

SHARE

PRINT

REPRINTS

NLJ'S BILLING SURVEY

Select a Firm

- ☐ Harris Beach
- ☐ Harter Secrest
- ☐ Haynes and Boone
- ☐ Hogan Lovells
- ☐ Holland & Hart
- ☐ Holland & Knight
- ☐ Honigman Miller
- ☐ Hughes Hubbard
- ☐ Husch Blackwell
- ☐ Ice Miller
- ☐ Irell & Manella
- ☐ Jackson Kelly
- ☒ Jackson Lewis
- ☐ Jackson Walker
- ☐ Jeffer Mangels
- ☐ Jenner & Block

Jackson Lewis

Largest U.S. Office: Los Angeles, 690 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

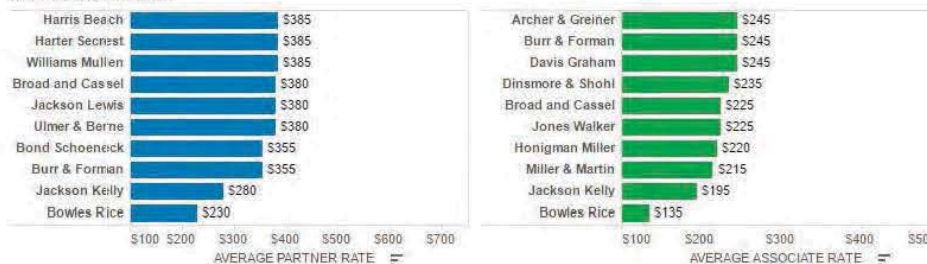
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Honigman Miller	Detroit	327	\$338	\$298	\$258	\$228	\$208	\$188
Varnum	Grand Rapids, Mich.	154	\$248	\$208	\$168	\$138	\$118	\$98
Harris Beach	Rochester, N.Y.	204	\$348	\$308	\$268	\$238	\$218	\$198
Harter Secrest	Rochester, N.Y.	154	\$248	\$208	\$168	\$138	\$118	\$98
Jones Walker	New Orleans	384	\$428	\$388	\$348	\$318	\$298	\$278
Miller & Martin	Chattanooga, Tenn.	154	\$248	\$208	\$168	\$138	\$118	\$98
Williams Mullen	Richmond, Va.	324	\$418	\$378	\$338	\$308	\$288	\$268
Broad and Cassel	Orlando, Fla.	484	\$348	\$308	\$268	\$238	\$218	\$198
Jackson Lewis	Los Angeles	690	\$440	\$380	\$310	\$315	\$290	\$275
Ulmer & Berne	Cleveland	174	\$248	\$208	\$168	\$138	\$118	\$98
Bond Schoeneck	Syracuse, N.Y.	184	\$228	\$188	\$148	\$118	\$98	\$78
Burr & Forman	Birmingham, Ala.	244	\$228	\$188	\$148	\$118	\$98	\$78
Jackson Kelly	Charleston, W.Va.	284	\$218	\$178	\$138	\$108	\$88	\$68
Bowles Rice	Charleston, W.Va.	154	\$218	\$178	\$138	\$108	\$88	\$68

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

Undo | + a b l e a u | 28,995 views | more by this author | Share | Download | Full Screen

[Learn About Tableau](#)

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

“Exhibit 5”

THE NATIONAL LAW JOURNAL

Select 'Print' in your browser menu to print this document.

Copyright 2009, Incisive Media US Properties, LLC. All rights reserved. National Law Journal Online
Page printed from: <http://www.nlj.com>

[Back to Article](#)

A nationwide sampling of law firm billing rates

December 08, 2008

The National Law Journal asked the respondents to its 2008 survey of the nation's 250 largest law firms to provide a range of hourly billing rates for partners and associates. Firms that supplied this information — including some firms that are not in the NLJ 250 — are listed below in alphabetical order. We also asked firms to provide average and median billing rates, and several complied. The number after a firm's name indicates the total number of attorneys at the firm. The city listed after the name of a firm is the location of its principal or largest office.

The 2008 NLJ Billing Survey is available in downloadable Excel format from ALM Research.

Adams and Reese (253), New Orleans
Partners \$240-\$425 (average \$318, median \$310)
Associates \$175-\$300 (average \$209, median \$205)
Firmwide (average \$257, median \$265)

Arent Fox (336), Washington
Partners \$410-\$710
Associates \$260-\$465

Armstrong Teasdale (252), St. Louis
Partners \$295-\$450
Associates \$175-\$300

Baker, Donelson, Bearman, Caldwell & Berkowitz (549), Memphis, Tenn.
Partners \$230-\$525 average \$339, median \$330
Associates \$120-\$300 (average \$218, median \$220)
Firmwide (average \$295, median \$290)

Balch & Bingham (244), Birmingham, Ala.
Partners \$295-\$600
Associates \$200-\$280

Bass, Berry & Sims (211), Nashville, Tenn.
Partners \$240-\$575 (average \$410, median \$420)
Associates \$175-\$365 (average \$245, median \$240)
Firmwide (average \$307, median \$300)

Best Best & Krieger (198), Riverside, Calif.
Partners \$300-\$550 (average \$391, median \$375)
Associates \$190-\$330 (average \$252, median \$245)
Firmwide (average \$340, median \$305)

Blank Rome (503), Philadelphia
Partners \$425-\$785 (average \$525)
Associates \$245-\$485 (average \$332)
Firmwide (average \$400)

Bond, Schoeneck & King (189), Syracuse, N.Y.
Partners \$210-\$450 (average \$308, median \$310)

Associates \$150-\$250 (average \$187, median \$185)
Firmwide (average \$268, median \$275)

Bradley Arant Rose & White (255), Birmingham, Ala.
Partners \$260-\$550
Associates \$170-\$310

Briggs and Morgan (175), Minneapolis
Partners \$300-\$580 (average \$420, median \$425)
Associates \$195-\$290 (average \$229, median \$225)
Firmwide (average \$368, median \$390)

Brinks Hofer Gilson & Lione (171), Chicago
Partners \$320-\$700 (average \$499, median \$500)
Associates \$180-\$435 (average \$281, median \$275)
Firmwide (average \$392, median \$390)

Broad and Cassel (179), Orlando, Fla.
Partners \$290-\$475 (average \$378, median \$375)
Associates \$175-\$320 (average \$245, median \$248)
Firmwide (average \$314, median \$310)

Brownstein Hyatt Farber Schreck (235), Denver
Partners \$275-\$750 (average \$424, median \$400)
Associates \$160-\$285 (average \$234, median \$240)
Firmwide (average \$340, median \$325)

Bryan Cave (852), St. Louis
Partners \$340-\$750 (average \$525, median \$510)
Associates \$170-\$510 (average \$314, median \$310)
Firmwide (average \$424, median \$405)

Buchalter Nemer (146), Los Angeles
Partners \$260-\$600 (average \$448, median \$450)
Associates \$225-\$450 (average \$283, median \$275)
Firmwide (average \$384, median \$375)

Buchanan Ingersoll & Rooney (529), Pittsburgh
Partners \$300-\$1,020
Associates \$100-\$520

Bullivant Houser Bailey (153), Portland, Ore.
Partners \$275-\$525
Associates \$190-\$325

Burr & Forman (208), Birmingham, Ala.
Partners \$210-\$495 (average \$352, median \$350)
Associates \$165-\$305 (average \$235, median \$230)
Firmwide (average \$271, median \$295)

Butzel Long (243), Detroit
Partners \$300-\$650
Associates \$180-\$290

Carlton Fields (281), Tampa, Fla.
Partners \$305-\$650 (average \$435, median \$435)
Associates \$195-\$335 (average \$267, median \$265)
Firmwide (average \$334, median \$325)

Cooley Godward Kronish (618), Palo Alto, Calif.
Partners \$525-\$980
Associates \$285-\$570

Cozen O'Connor (478), Philadelphia
Partners \$240-\$840 (average \$457, median \$455)
Associates \$205-\$650 (average \$342, median \$325)
Firmwide (average \$397, median \$385)

Curtis, Mallet-Prevost, Colt & Mosle (235), New York
Partners \$675-\$785 (average \$730, median \$730)
Associates \$290-\$575 (average \$434, median \$435)
Firmwide (average \$520, median \$515)

Davis Wright Tremaine (467), Seattle
Partners \$300-\$710 (average \$455, median \$450)
Associates \$190-\$405 (average \$280, median \$280)
Firmwide (average \$395, median \$395)

Day Pitney (405), Florham Park, N.J.
Partners \$295-\$710
Associates \$220-\$450

Dickinson Wright (228), Detroit
Partners \$275-\$550
Associates \$180-\$300

Dickstein Shapiro (403), Washington
Partners \$475-\$895 (average \$607, median \$605)
Associates \$250-\$475 (average \$378, median \$395)
Firmwide (average \$493) (median \$485)

Dinsmore & Shohl (347), Cincinnati
Partners \$220-\$495 (average \$347, median \$338)
Associates \$160-\$305 (average \$202, median \$198)
Firmwide (average \$284, median \$275)

Dorsey & Whitney (670), Minneapolis
Partners \$235-\$1,180 (average \$505, median \$510)
Associates \$170-\$820 (average \$301, median \$335)
Firmwide (average \$407, median \$430)

Duane Morris (594) (Philadelphia)
Partners \$340-\$755 (average \$490, median \$505)
Associates \$230-\$510 (average \$326, median \$350)
Firmwide (average \$449, median \$450)

Dykema Gossett (374), Detroit
Partners \$265-\$650 (average \$415)
Associates \$170-\$435 (average \$277)

Edwards Angell Palmer & Dodge (576), Boston
Partners \$325-\$755
Associates \$170-\$480
Firmwide (median \$450)

Epstein Becker & Green (372), New York
Partners \$350-\$850 (average \$501, median \$495)
Associates \$175-\$450 (average \$312, median \$300)
Firmwide (average \$406, median \$400)

Fisher & Phillips (208), Atlanta
Partners \$330-\$505
Associates \$195-\$380

Foley & Lardner (1,032), Milwaukee
Partners (average \$596, median \$585)
Associates (average \$405, median \$395)
Firmwide \$185-\$985 (average \$508, median \$520)

Ford & Harrison (179), Atlanta
Partners \$325-\$585
Associates \$245-\$405

Fowler White Boggs Banker (201*), Tampa, Fla.

Partners \$175-\$525 (average \$360, median \$350)
Associates \$160-\$325 (average \$222, median \$220)
Firmwide (average \$314, median \$325)
(*Total prior to subsequent firm split.)

Fox Rothschild (440), Philadelphia

Partners \$250-\$590 (average \$443, median \$450)
Associates \$215-\$395 (average \$275, median \$260)
Firmwide (average \$378, median \$375)

Fredrikson & Byron (233), Minneapolis

Partners \$250-\$590 (average \$402, median \$395)
Associates \$150-\$315 (average \$237, median \$225)
Firmwide (average \$340, median \$340)

Frost Brown Todd (342), Cincinnati

Partners \$225-\$490 (average \$317, median \$310)
Associates \$145-\$260 (average \$188, median \$180)
Firmwide (average \$272, median \$270)

Gardere Wynne Sewell (281), Dallas

Partners \$380-\$750 (average \$502, median \$500)
Associates \$210-\$450 (average \$306, median \$300)
Firmwide (average \$374, median \$390)

Gibbons (230), Newark, N.J.

Partners \$375-\$700
Associates \$220-\$415

GrayRobinson (213), Orlando, Fla.

Partners \$200-\$650 (average \$310, median \$285)
Associates \$125-\$275 (average \$164, median \$167)
Firmwide (average \$239, median \$252)

Greenberg Traurig (1,840), New York

Partners \$335-\$850 (average \$520, median \$535)
Associates \$175-\$525 (average \$323, median \$325)
Firmwide (average \$426, median \$425)

Harris Beach (179), Rochester, N.Y.

Partners \$250-\$475
Associates \$140-\$275

Hiscock & Barclay (187), Syracuse, N.Y.

Partners \$190-\$650 (average \$361, median \$359)
Associates \$145-\$430 (average \$235, median \$224)
Firmwide (average \$319, median \$322)

Hodgson Russ (227), Buffalo, N.Y.

Partners \$240-\$665 (average \$355, median \$350)
Associates \$165-\$450 (average \$230, median \$235)
Firmwide (average \$303, median \$300)

Hogan & Hartson (1,175), Washington

Partners \$375-\$900 (average \$660, median \$650)
Associates \$150-\$550 (average \$410, median \$400)
Firmwide (average \$525, median \$525)

Holland & Hart (406), Denver

Partners \$295-\$615 (average \$414, median \$405)
Associates \$175-\$355 (average \$269, median \$275)
Firmwide (average \$350, median \$345)

Holme Roberts & Owen (228), Denver

Partners \$285-\$635 (average \$415, median \$410)
Associates \$160-\$525 (average \$294, median \$265)
Firmwide (average \$355, median \$345)

Howard Rice Nemerovski Canady Falk & Rabkin (102), San Francisco

Partners \$515-\$795

Associates \$275-\$510

Hughes Hubbard & Reed (334), New York

Partners \$625-\$875

Associates \$270-\$600

Husch Blackwell Sanders (629), St. Louis

Partners \$205-\$740 (average \$352, median \$340)

Associates \$150-\$380 (average \$218, median \$215)

Firmwide (average \$302, median \$300)

Jackson Kelly (187), Charleston, W.Va.

Partners \$200-\$435 (average \$238, median \$247)

Associates \$135-\$335 (average \$155, median \$151)

Firmwide (average \$214, median \$212)

Jackson Lewis (517), White Plains, N.Y.

Partners \$250-\$595

Associates \$180-\$405

Jenner & Block (482), Chicago

Partners \$525-\$1,000 (average \$616, median \$575)

Associates \$325-\$495 (average \$393, median \$375)

Jones, Walker, Waechter, Poitevent, Carrère & Denègre (264), New Orleans

Partners \$225-\$620 (average \$332, median \$325)

Associates \$140-\$250 (average \$186, median \$180)

Firmwide (average \$277, median \$275)

Kilpatrick Stockton (466), Atlanta

Partners \$310-\$695 (average \$485, median \$475)

Associates \$225-\$400 (average \$290, median \$275)

Firmwide (average \$400, median \$395)

Kelley Drye & Warren (378), New York

Partners \$430-\$850

Associates \$255-\$520

Knobbe, Martens, Olson & Bear (249), Irvine, Calif.

Partners \$375-\$660 (average \$473, median \$450)

Associates \$245-\$430 (average \$287, median \$275)

Firmwide (median \$362)

Lane Powell (170), Seattle

Partners \$325-\$550 (average \$405, median \$400)

Associates \$195-\$325 (average \$270, median \$275)

Firmwide (average \$327, median \$350)

Lathrop & Gage (281), Kansas City, Mo.

Partners \$255-\$490

Associates \$180-\$265

Leonard, Street and Deinard (189), Minneapolis

Partners \$310-\$530

Associates \$200-\$315

Lewis, Rice & Fingersh (164), St. Louis

Partners \$225-\$440

Associates \$140-\$305

Lindquist & Vennum (185), Minneapolis

Partners \$280-\$450 (average \$367, median \$375)

Associates \$180-\$295 (average \$218, median \$210)

Firmwide (average \$309, median \$330)

Locke Lord Bissell & Liddell (707), Dallas
Partners \$375-\$975 (average \$527, median \$525)
Associates \$225-\$450 (average \$313, median \$300)
Firmwide (average \$433, median \$450)

Loeb & Loeb (310), New York
Partners \$450-\$925 (average \$651, median \$650)
Associates \$260-\$500 (average \$422, median \$425)
Firmwide (average \$534, median \$500)

Lowenstein Sandler (278), Roseland, N.J.
Partners \$400-\$765
Associates \$220-\$405

Luce, Forward, Hamilton & Scripps (187), San Diego
Partners \$350-\$650 (average \$483, median \$483)
Associates \$235-\$460 (average \$293, median \$280)
Firmwide (average \$397, median \$400)

Manatt, Phelps & Phillips (358), Los Angeles
Partners \$495-\$850 (average \$626, median \$620)
Associates \$290-\$505 (average \$407, median \$410)
Firmwide (average \$533) (median \$550)

Marshall, Dennehey, Warner, Coleman & Goggin (408), Philadelphia
Partners \$135-\$400
Associates \$120-\$300

McCarter & English (399), Newark, N.J.
Partners \$325-\$635 (average \$435, median \$440)
Associates \$215-\$395 (average \$280, median \$285)
Firmwide (average \$353, median \$345)

McElroy, Deutsch, Mulvaney & Carpenter (232), Morristown, N.J.
Partners \$295-\$450 (average \$250, median \$235)
Associates \$135-\$225 (average \$180, median \$165)
Firmwide (average \$195, median \$215)

McKee Nelson (202), New York
Partners \$665-\$995
Associates \$395-\$630

McKenna Long & Aldridge (435), Atlanta
Partners \$370-\$750 (average \$454)
Associates \$220-\$450 (average \$274)

Michael Best & Friedrich (229), Milwaukee
Partners \$235-\$620 (average \$391, median \$375)
Associates \$190-\$330 (average \$252, median \$245)
Firmwide (average \$340, median \$305)

Miller, Canfield, Paddock and Stone (387), Detroit
Partners \$275-\$620 (average \$425, median \$425)
Associates \$165-\$375 (average \$240, median \$240)
Firmwide (average \$347, median \$355)

Miller & Martin (198), Chattanooga, Tenn.
Partners \$210-\$610 (average \$354, median \$360)
Associates \$180-\$305 (average \$210, median \$205)
Firmwide (average \$316, median \$330)

Montgomery, McCracken, Walker & Rhoads (151), Philadelphia
Partners \$360-\$585 (average \$440)
Associates \$195-\$365 (average \$270)
Firmwide (average \$360)

Moore & Van Allen (300), Charlotte, N.C.

Partners \$280-\$770 (average \$425, median \$410)
Associates \$180-\$365 (average \$256, median \$250)
Firmwide (average \$283, median \$273)

Nexsen Pruet (174), Columbia, S.C.

Partners \$250-\$450
Associates \$170-\$250

Nixon Peabody (699), Boston

Partners \$565-\$845 (average \$570, median \$590)
Associates \$230-\$350 (average \$370, median \$365)
Firmwide (average \$468, median \$430)

Ogletree, Deakins, Nash, Smoak & Stewart (428), Greenville, S.C.

Partners \$275-\$600 (average \$367)
Associates \$185-\$380 (average \$266)
Firmwide (average \$325)

Patton Boggs (529), Washington

Partners \$360-\$990 (average \$586, median \$570)
Associates \$244-\$535 (average \$372, median \$385)
Firmwide (average \$440, median \$455)

Pepper Hamilton (514), Philadelphia

Partners \$385-\$795
Associates \$240-\$395

Perkins Cole (632), Seattle

Partners \$260-\$785 (average \$498)
Associates \$165-\$515 (average \$329)

Phelps Dunbar (258), New Orleans

Partners \$170-\$450 (average \$256, median \$250)
Associates \$130-\$260 (average \$171, median \$165)
Firmwide (average \$213, median \$205)

Phillips Lytle (179), Buffalo, N.Y.

Partners \$250-\$475 (average \$334, median \$330)
Associates \$155-\$355 (average \$230, median \$220)
Firmwide (average \$288, median \$300)

Polsinelli Shalton Flanigan Suelthaus (304), Kansas City, Mo.

Partners \$250-\$600
Associates \$175-\$275

Quarles & Brady (450), Milwaukee

Partners \$280-\$625 (average \$419, median \$420)
Associates \$200-\$375 (average \$252, median \$245)
Firmwide (average \$347, median \$342)

Reed Smith (1,558*), Pittsburgh

Partners \$375-\$900 (average \$626, median \$585)
Associates \$235-\$580 (average \$423, median \$390)
Firmwide (average \$441, median \$425)

(*National Association for Law Placement figure. The firm recently reported an attorney count of 1,505.)

Robinson & Cole (215), Hartford, Conn.

Partners \$320-\$650 (average \$436, median \$440)
Associates \$210-\$350 (average \$276, median \$275)
Firmwide (average \$346, median \$350)

Roetzel & Andress (227), Akron, Ohio

Partners \$225-\$500 (average \$333, median \$325)
Associates \$170-\$295 (average \$219, median \$215)
Firmwide (average \$292, median \$300)

Rutan & Tucker (140), Costa Mesa, Calif.
Partners \$315-\$635
Associates \$220-\$370

Saul Ewing (231), Philadelphia
Partners \$295-\$800 (average \$441, median \$430)
Associates \$205-\$535 (average \$285, median \$255)
Firmwide (average \$372, median \$380)

Schnader Harrison Segal & Lewis (189), Philadelphia
Partners \$275-\$625
Associates \$160-\$375

Schulte Roth & Zabel (481), New York
Partners \$695-\$895 (average \$770, median \$755)
Associates \$255-\$650 (average \$495, median \$510)
Firmwide (average \$550, median \$530)

Sedgwick, Detert, Moran & Arnold (380), San Francisco
Partners \$295-\$650 (average \$398, median \$380)
Associates \$185-\$390 (average \$262, median \$260)
Firmwide (average \$318, median \$300)

Sheppard, Mullin, Richter & Hampton (458), Los Angeles
Partners \$475-\$795
Associates \$275-\$455 (up to \$580 in New York)

Shughart Thomson & Kilroy (179), Kansas City, Mo.
Partners \$240-\$500
Associates \$185-\$245

Shumaker, Loop & Kendrick (180), Toledo, Ohio
Partners \$225-\$500 (average \$329, median \$325)
Associates \$185-\$380 (average \$227, median \$225)
Firmwide (average \$297, median \$315)

Shutts & Bowen (203), Miami
Partners \$190-\$540
Associates \$190-\$240

Sills Cummis & Gross (165), Newark, N.J.
Partners \$395-\$725
Associates \$215-\$425

Smith, Gambrell & Russell (181), Atlanta
Partners \$260-\$595
Associates \$155-\$335

Snell & Wilmer (440), Phoenix
Partners \$300-\$725 (average \$444)
Associates \$170-\$420 (average \$271)
Firmwide (average \$354)

Stephoe & Johnson LLP (506), Washington
Partners \$350-\$895 (average \$591, median \$580)
Associates \$210-\$685 (average \$384, median \$395)
Firmwide (average \$477, median \$470)

Stephoe & Johnson PLLC (182), Clarksburg, W.Va.
Partners \$200-\$325
Associates \$170-\$250

Stinson Morrison Hecker (324), Kansas City, Mo.
Partners \$275-\$680 (average \$363, median \$373)
Associates \$190-\$290 (average \$224, median \$228)
Firmwide (average \$293, median \$275)

Stoel Rives (350), Portland, Ore.

Partners \$290-\$550

Associates \$170-\$365

Strasburger & Price (194), Dallas

Partners \$300-\$580

Associates \$185-\$395

Firmwide (average \$334)

Sullivan & Worcester (182), Boston

Partners \$450-\$775 (average \$603, median \$600)

Associates \$270-\$490 (average \$343, median \$330)

Firmwide (average \$485, median \$495)

Sutherland Asbill & Brennan (429), Atlanta

Partners \$395-\$750 (average \$543, median \$530)

Associates \$240-\$450 (average \$316, median \$300)

Firmwide (average \$379, median \$380)

Taft Stettinius & Hollister (337), Cincinnati

Partners \$200-\$475 (average \$354, median \$355)

Associates \$165-\$325 (average \$217, median \$195)

Firmwide (average \$294, median \$295)

Thompson Coburn (344), St. Louis

Partners \$295-\$555

Associates \$170-\$400

Thompson Hine (396), Cleveland

Partners \$275-\$740 (average \$425, median \$420)

Associates \$185-\$510 (average \$240, median \$235)

Firmwide (average \$330, median \$325)

Thompson & Knight (458), Dallas

Partners \$410-\$785 (average \$545, median \$530)

Associates \$250-\$500 (average \$334, median \$345)

Firmwide (average \$453, median \$450)

Ulmer & Berne (176), Cleveland

Partners \$230-\$495 (average \$319)

Associates \$175-\$310 (average \$205)

Firmwide (average \$262)

Vedder Price (265), Chicago

Partners \$310-\$685 (average \$455, median \$445)

Associates \$235-\$390 (average \$290, median \$290)

Firmwide (average \$385, median \$390)

Venable (569), Washington

Partners \$380-\$950 (average \$530, median \$525)

Associates \$250-\$425 (average \$329, median \$320)

Firmwide (average \$440, median \$440)

White & Case (2,205), New York

Partners \$550-\$1,260 (average \$747)

Associates \$160-\$920 (average \$456)

Firmwide (average \$513)

Wiggin and Dana (152), New Haven, Conn.

Partners \$360-\$600

Associates \$215-\$375

Williams Mullen (326), Richmond, Va.

Partners \$300-\$625 (average \$401, median \$380)

Associates \$170-\$355 (average \$260, median \$255)

Firmwide (average \$344, median \$350)

Winstead (281), Dallas

Partners \$365-\$655 (average \$465)

Associates \$215-\$385 (average \$282)

Firmwide (average \$390)

Winston & Strawn (1,004), Chicago

Partners \$400-\$975 (average \$622)

Associates \$210-\$625 (average \$376)

Firmwide (average \$448)

Womble Carlyle Sandridge & Rice (505), Winston-Salem, N.C.

Partners \$285-\$750 (average \$448, median \$450)

Associates \$140-\$370 (average \$275, median \$275)

Firmwide (average \$248, median \$200)

Wyatt Tarrant & Combs (198), Louisville, Ky.

Partners \$225-\$450 (average \$340, median \$345)

Associates \$180-\$255 (average \$210, median \$210)

Firmwide (average \$300, median \$310)

“Exhibit 6”

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
----------------	--------	------	-------	-------	-------	-------	-------

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 7”

Salary Table 2023-DCB

Incorporating the 4.1% General Schedule Increase and a Locality Payment of 32.49%
For the Locality Pay Area of Washington-Baltimore-Arlington, DC-MD-VA-WV-PA

Total Increase: 4.86%

Effective January 2023

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 27,822	\$ 28,756	\$ 29,679	\$ 30,601	\$ 31,525	\$ 32,065	\$ 32,981	\$ 33,903	\$ 33,940	\$ 34,809
2	31,284	32,028	33,064	33,940	34,323	35,332	36,342	37,352	38,361	39,371
3	34,135	35,273	36,411	37,549	38,687	39,825	40,963	42,101	43,239	44,378
4	38,317	39,595	40,872	42,149	43,426	44,703	45,981	47,258	48,535	49,812
5	42,870	44,299	45,729	47,158	48,588	50,018	51,447	52,877	54,306	55,736
6	47,789	49,382	50,974	52,567	54,159	55,752	57,344	58,937	60,529	62,122
7	53,105	54,875	56,645	58,415	60,185	61,955	63,725	65,495	67,265	69,035
8	58,811	60,772	62,733	64,694	66,654	68,615	70,576	72,537	74,498	76,459
9	64,957	67,122	69,287	71,452	73,617	75,782	77,947	80,111	82,276	84,441
10	71,531	73,916	76,301	78,686	81,071	83,455	85,840	88,225	90,610	92,995
11	78,592	81,211	83,830	86,450	89,069	91,688	94,308	96,927	99,546	102,166
12	94,199	97,339	100,479	103,619	106,759	109,899	113,039	116,179	119,319	122,459
13	112,015	115,749	119,482	123,216	126,949	130,683	134,416	138,150	141,884	145,617
14	132,368	136,780	141,192	145,604	150,016	154,428	158,840	163,252	167,663	172,075
15	155,700	160,889	166,079	171,268	176,458	181,648	183,500 *	183,500 *	183,500 *	183,500 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2023 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/locality-pay-area-definitions/>

“Exhibit 8”

Salary Table 2023-LA
Incorporating the 4.1% General Schedule Increase and a Locality Payment of 34.89%
For the Locality Pay Area of Los Angeles-Long Beach, CA
Total Increase: 5.10%
Effective January 2023

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 28,326	\$ 29,277	\$ 30,217	\$ 31,156	\$ 32,096	\$ 32,646	\$ 33,578	\$ 34,517	\$ 34,555	\$ 35,440
2	31,850	32,608	33,663	34,555	34,945	35,972	37,000	38,028	39,056	40,084
3	34,753	35,912	37,070	38,229	39,388	40,547	41,705	42,864	44,023	45,181
4	39,012	40,312	41,612	42,913	44,213	45,513	46,814	48,114	49,414	50,715
5	43,646	45,102	46,557	48,013	49,468	50,924	52,379	53,835	55,290	56,746
6	48,655	50,276	51,898	53,519	55,140	56,762	58,383	60,004	61,626	63,247
7	54,067	55,869	57,671	59,473	61,275	63,077	64,879	66,682	68,484	70,286
8	59,876	61,873	63,869	65,865	67,862	69,858	71,855	73,851	75,847	77,844
9	66,134	68,338	70,542	72,746	74,950	77,154	79,358	81,563	83,767	85,971
10	72,827	75,255	77,683	80,111	82,539	84,967	87,395	89,823	92,251	94,679
11	80,015	82,682	85,349	88,016	90,683	93,349	96,016	98,683	101,350	104,016
12	95,905	99,102	102,299	105,496	108,693	111,890	115,087	118,284	121,481	124,677
13	114,044	117,845	121,646	125,448	129,249	133,050	136,851	140,653	144,454	148,255
14	134,766	139,258	143,750	148,241	152,733	157,225	161,717	166,209	170,701	175,192
15	158,520	163,804	169,087	174,371	179,655	183,500 *	183,500 *	183,500 *	183,500 *	183,500 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2023 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/locality-pay-area-definitions/>

“Exhibit 9”

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
32.49% Locality Payment Included
Effective January 2, 2023

Grade	1	2	3	4	5	6	7	8	9	10
1	\$27,822	\$28,756	\$29,679	\$30,601	\$31,525	\$32,065	\$32,981	\$33,903	\$33,940	\$34,809
2	\$31,284	\$32,028	\$33,064	\$33,940	\$34,323	\$35,332	\$36,342	\$37,352	\$38,361	\$39,371
3	\$34,135	\$35,273	\$36,411	\$37,549	\$38,687	\$39,825	\$40,963	\$42,101	\$43,239	\$44,378
4	\$38,317	\$39,595	\$40,872	\$42,149	\$43,426	\$44,703	\$45,981	\$47,258	\$48,535	\$49,812
5	\$42,870	\$44,299	\$45,729	\$47,158	\$48,588	\$50,018	\$51,447	\$52,877	\$54,306	\$55,736
6	\$47,789	\$49,382	\$50,974	\$52,567	\$54,159	\$55,752	\$57,344	\$58,937	\$60,529	\$62,122
7	\$53,105	\$54,875	\$56,645	\$58,415	\$60,185	\$61,955	\$63,725	\$65,495	\$67,265	\$69,035
8	\$58,811	\$60,772	\$62,733	\$64,694	\$66,654	\$68,615	\$70,576	\$72,537	\$74,498	\$76,459
9	\$64,957	\$67,122	\$69,287	\$71,452	\$73,617	\$75,782	\$77,947	\$80,111	\$82,276	\$84,441
10	\$71,531	\$73,916	\$76,301	\$78,686	\$81,071	\$83,455	\$85,840	\$88,225	\$90,610	\$92,995
11	\$78,592	\$81,211	\$83,830	\$86,450	\$89,069	\$91,688	\$94,308	\$96,927	\$99,546	\$102,166
12	\$94,199	\$97,339	\$100,479	\$103,619	\$106,759	\$109,899	\$113,039	\$116,179	\$119,319	\$122,459
13	\$112,015	\$115,749	\$119,482	\$123,216	\$126,949	\$130,683	\$134,416	\$138,150	\$141,884	\$145,617
14	\$132,368	\$136,780	\$141,192	\$145,604	\$150,016	\$154,428	\$158,840	\$163,252	\$167,663	\$172,075
15	\$155,700	\$160,889	\$166,079	\$171,268	\$176,458	\$181,648	\$183,500 **	\$183,500 **	\$183,500 **	\$183,500 **
16	\$182,607	\$188,694	\$194,780	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *
17	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *
18	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

“Exhibit 10”

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
34.89% Locality Payment Included
Effective January 2, 2023

Grade	1	2	3	4	5	6	7	8	9	10
1	\$28,326	\$29,277	\$30,217	\$31,156	\$32,096	\$32,646	\$33,578	\$34,517	\$34,555	\$35,440
2	\$31,850	\$32,608	\$33,663	\$34,555	\$34,945	\$35,972	\$37,000	\$38,028	\$39,056	\$40,084
3	\$34,753	\$35,912	\$37,070	\$38,229	\$39,388	\$40,547	\$41,705	\$42,864	\$44,023	\$45,181
4	\$39,012	\$40,312	\$41,612	\$42,913	\$44,213	\$45,513	\$46,814	\$48,114	\$49,414	\$50,715
5	\$43,646	\$45,102	\$46,557	\$48,013	\$49,468	\$50,924	\$52,379	\$53,835	\$55,290	\$56,746
6	\$48,655	\$50,276	\$51,898	\$53,519	\$55,140	\$56,762	\$58,383	\$60,004	\$61,626	\$63,247
7	\$54,067	\$55,869	\$57,671	\$59,473	\$61,275	\$63,077	\$64,879	\$66,682	\$68,484	\$70,286
8	\$59,876	\$61,873	\$63,869	\$65,865	\$67,862	\$69,858	\$71,855	\$73,851	\$75,847	\$77,844
9	\$66,134	\$68,338	\$70,542	\$72,746	\$74,950	\$77,154	\$79,358	\$81,563	\$83,767	\$85,971
10	\$72,827	\$75,255	\$77,683	\$80,111	\$82,539	\$84,967	\$87,395	\$89,823	\$92,251	\$94,679
11	\$80,015	\$82,682	\$85,349	\$88,016	\$90,683	\$93,349	\$96,016	\$98,683	\$101,350	\$104,016
12	\$95,905	\$99,102	\$102,299	\$105,496	\$108,693	\$111,890	\$115,087	\$118,284	\$121,481	\$124,677
13	\$114,044	\$117,845	\$121,646	\$125,448	\$129,249	\$133,050	\$136,851	\$140,653	\$144,454	\$148,255
14	\$134,766	\$139,258	\$143,750	\$148,241	\$152,733	\$157,225	\$161,717	\$166,209	\$170,701	\$175,192
15	\$158,520	\$163,804	\$169,087	\$174,371	\$179,655	\$183,500 **	\$183,500 **	\$183,500 **	\$183,500 **	\$183,500 **
16	\$185,915	\$192,112	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *
17	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *
18	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

“Exhibit 11”

PLACE NAME**FIPS**

Clark County, NV	32003
------------------	-------

Nye County, NV	32023
----------------	-------

Arizona**PLACE NAME****FIPS**

Mohave County, AZ	04015
-------------------	-------

Los Angeles-Long Beach, CA**PLACE NAME****FIPS**

Imperial County, CA	06025
---------------------	-------

Kern County, CA	06029
-----------------	-------

Los Angeles County, CA	06037
------------------------	-------

Orange County, CA	06059
-------------------	-------

Riverside County, CA	06065
----------------------	-------

San Bernardino County, CA	06071
---------------------------	-------

San Luis Obispo County, CA	06079
----------------------------	-------

Santa Barbara County, CA	06083
--------------------------	-------

Ventura County, CA	06111
--------------------	-------

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
3 Molly A. DeSario (SBN 230763)
Molly.DeSario@capstonelawyers.com
4 Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
5 CAPSTONE LAW APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Jose Cortez

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 JOSE CORTEZ, as an aggrieved employee
pursuant to the Private Attorneys General Act
12 (“PAGA”), on behalf of the State of California
and other aggrieved employees,

13 Plaintiff,

14
15 vs.

16 B & V ENTERPRISES, INC., a California
corporation; and DOES 1 through 10, inclusive,

17
18 Defendants.

Case No. 20STCV44113

Assigned to the Hon. Wendy Chang

**[PROPOSED] ORDER GRANTING MOTION
FOR COURT APPROVAL OF THE
PARTIES’ PAGA SETTLEMENT AND
JUDGMENT**

Date: August 13, 2024

Time: 8:30 a.m.

Place: Department 36

Filing Date: November 16, 2020

- 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

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

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

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

18
19
20
21
22
23
24
25
26
27

25

26

27

28

1 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
2 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
3 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
4 concession, or liability whatsoever by or against Defendant.

5 8. The Court approves the gross settlement amount of \$1,100,000. After deducting the
6 approved amounts for attorneys' fees and costs and settlement administration costs, the net settlement
7 amount of \$_____ will be allocated as follows: Seventy-Five Percent (75%), or
8 approximately \$_____, shall be paid to the California Labor and Workforce
9 Development Agency, and the remaining Twenty-Five Percent (25%), or approximately
10 \$_____, shall be paid to Aggrieved Employees.

11 9. The Court hereby awards \$366,667 in attorneys' fees and \$_____ costs
12 to Plaintiffs' Counsel. The award of attorneys' fees and costs will be divided as follows: (a) \$205,333.52
13 in attorneys' fees and \$_____ in litigation costs to Capstone Law APC; (b) \$88,000.08 in
14 attorneys' fees and \$_____ in litigation costs to Lavi & Ebrahimian LLP; and (c)
15 \$73,333.40 in attorneys' fees and \$_____ in litigation costs to Lawyers *for* Justice, PC.

16 10. The Court approves Service Awards of \$10,000, each, to Jose Cortez, Carla Aguilar, and
17 Zakiya Sun Ellis.

18 11. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator, and
19 approves Settlement Administration Costs of \$20,000.

20 12. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
21 completion of settlement administration activities no later than June 3, 2025.

22 13. This Judgment shall be binding on all Aggrieved Employees and the State of California,
23 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
24 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
25 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
26 under PAGA is binding not only on the named employee plaintiff but also on state labor law
27 enforcement agencies and any aggrieved employee not a party to the proceeding).

28 14. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive

1 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
2 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

3 15. This document shall constitute a judgment under California Code of Civil Procedure §
4 664.6.

5
6 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

7 Date _____

8 Hon. Wendy Chang
9 Los Angeles County Superior Court Judge
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28