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on behalf of himself and other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

PRINCE BANZOUZI MALGHA,
on behalf of himself and other aggrieved
employees,

Plaintiff,

vs.

WILINE NETWORKS INC., a
Delaware Corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO. 20-CIV-04862

ASSIGNED FOR ALL PURPOSES TO:

The Honorable V. Raymond Swope
Department 23

REPRESENTATIVE ACTION

**DECLARATION OF ISAM C. KHOURY IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT ("PAGA") SETTLEMENT**

Date: July 3, 2023

Time: 3:00 p.m.

Dept: 23

Complaint filed: November 6, 2020

Trial date: Not set

1 I, Isam C. Khoury, declare as follows:

2 1. I am a Partner with the law firm of Cohelan Khoury & Singer, counsel of record
3 for Plaintiff Prince Banzouzi Malgha. I am a member in good standing of the State Bar of
4 California. I make this Declaration in support of Plaintiff's Motion for Approval of Private
5 Attorneys General Act ("PAGA") Settlement. This Declaration is based on my personal
6 knowledge and if called to testify I could and would competently testify to the matters
7 contained in this Declaration.

8 2. I am a 1973 Hastings School of Law graduate and was admitted to the California
9 State Bar in 1974 and am admitted to practice in all state courts in California and in the all
10 federal courts in California, as well as the First Circuit Court of the State of Hawaii and the
11 United States Court of Appeals for Sixth Circuit.

12 3. In 1981, Timothy D. Cohelan and I formed Cohelan & Khoury, a Partnership of
13 Professional Law Corporations, and within a few years began to focus on class actions. Cohelan
14 & Khoury became Cohelan Khoury & Singer in 2009. Our firm represents plaintiffs in class and
15 representative action litigation, including wage and hour, labor and employment, antitrust,
16 consumer protection, construction defect and other public interest class and representative
17 actions.

18 4. I, along with Partner Diana M. Khoury, have been selected by our peers based on
19 ethics, experience and reputation as Super Lawyers in Civil Litigation by the Southern
20 California Super Lawyers Magazine for the years 2012 through the present. Michael D. Singer,
21 Managing Partner, was named to the Daily Journal 2012, 2013, and 2018 list of Top California
22 Labor and Employment Attorneys and selected to the Southern California Super Lawyers in
23 2010, 2012-2019. Mr. Singer was admitted as a fellow to the College of Labor and Employment
24 Attorneys in 2020. I am AV – Preeminent rated by Martindale-Hubbell, as are many attorneys
25 in our firm.

26 5. Cohelan Khoury & Singer has been certified by the State Bar of California to
27 provide the Mandatory Continuing Legal Education activity entitled "Litigating California Class
28 Actions" and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D.

1 Cohelan, is the author of Cohelan on California Class Actions (1997-2020, updated annually),
2 part of Thomson Reuters Expert Series. Managing Partner, Michael D. Singer, is a contributing
3 author on the CEB publication California Wage and Hour Law: Compliance and Litigation
4 (2010-2020, updated annually), in which he wrote the opening chapter overview on California
5 Wage and Hour laws, including the public policy underpinnings for those laws, and the PAGA
6 Claim chapter. Mr. Singer has served as a columnist for the California State Bar, Litigation
7 Section on wage and hour litigation and has contributed articles on wage and hour and class
8 action issues through the years to numerous California publications.

9 6. Prior to COVID-19, Mr. Singer typically lectured several times per year for
10 continuing education courses on wage and hour and class action issues at events in San Diego,
11 Orange County, Los Angeles, and San Francisco. For over twelve years, he has served as wage
12 and hour amicus co-chair and liaison for the California Employment Lawyers Association,
13 drafting, reviewing, and coordinating amicus filings on wage and hour issues in the California
14 Supreme Court and Courts of Appeal. He has been engaged in the practice of labor and
15 employment law since 2000, handling well over 300 wage and hour class and PAGA actions
16 and several individual labor cases. He has litigated several types of employment actions,
17 including complex ERISA employee welfare benefit plan cases, as well as wage and hour class
18 actions before Federal and State Courts in California. In 2014, Mr. Singer, along with former
19 Partner J. Jason Hill, tried a wage and hour class action involving claims for illegally deducted
20 wages and unreimbursed expenses. *Dilts v Penske Logistics LLC, Inc.* Mr. Singer successfully
21 appealed the trial court ruling in *Dilts* finding state laws preempted by the FAAAA for truck
22 drivers. Mr. Singer has participated in over 50 appellate cases and argued writs and appeals
23 before several California District Courts of Appeal, arguing for plaintiffs on rehearing in
24 *Brinker International Inc. v. Superior Court* before the Fourth District Court of Appeal, as well
25 as federal appeals in the Second, Third, and Ninth Circuit Courts of Appeals. In addition, Mr.
26 Singer has drafted numerous appellate briefs as the appellant, respondent, or amicus curiae in
27 employment class and individual actions. As co-Class Counsel in *Brinker Restaurant Corp. v.*
28 *Superior Court* [formerly reported at (2008)165 Cal.App.4th 25], Mr. Singer argued before the

1 Fourth District Court of Appeal in May 2008 on transfer from the California Supreme Court,
2 and co-authored the successful Petition for Review. My firm has successfully tried class cases,
3 obtained appellate reversals of class certification denials (*Hicks v. Kaufman and Broad*, (2001)
4 89 Cal.App.4th 908), certified multiple wage and hour class.

5 7. As a part of our overall firm philosophy lawyers perform community service and
6 pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San
7 Diego Volunteer Lawyer Program, the San Diego County Bar Foundation and Consumer
8 Attorneys of San Diego. Partner Jeff Geraci is a past recipient of the Wiley W. Manuel Award
9 for Pro Bono Service. Mr. Singer has served on the Legal Aid at Work Board of Directors since
10 2011. Mr. Cohelan served as the Chair of the San Diego Volunteer Lawyers Program from
11 2015-2018, and currently sits on the Board as past Chair. He completed 24 years of volunteer
12 judicial service as a Judge Pro Tem of the San Diego Superior Court. Since admission to the
13 California Bar, Partner Diana M. Khoury has been a member of the San Diego County Bar
14 Association, Consumer Attorneys of San Diego, Consumer Attorneys of California, and
15 American Association for Justice serving and chairing various committees through the years for
16 these organizations. For six years from 2010 through 2015, Ms. Khoury served on the Board of
17 Directors for Consumer Attorneys of San Diego. Since 2013, Ms. Khoury actively serves on the
18 Board of Directors for the San Diego County Bar Foundation, the 501(c)(3) charitable arm of
19 the San Diego County Bar Association providing access to justice to the underserved and
20 impoverished in the San Diego County region. Our firm's pro bono victories include a
21 settlement which prohibits the City of San Diego from targeting homeless people for illegal
22 lodging tickets under Penal Code section 467(j). *Spencer v. City of San Diego*, USDC Case No
23 04CV-2314 BEN (WMC). The *Spencer* settlement had the effect of increasing the number of
24 available shelter beds in San Diego.

25 8. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has
26 actively commenced, prosecuted and concluded numerous state and federal class and
27 representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the
28 resolution of over 250 such cases, including the following, which have received court approval:

(a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court, Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*, Los Angeles County Superior Court, Case No. BC577885, Hon. Elihu M. Berle; (c) *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California, Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYS*, United States District Court, Central District of California, Case No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court, Case No. BC472891, Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court, Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court, Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino County Superior Court, Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of Shaving*, Los Angeles County Superior Court, Case No. BC550093, Hon. Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United States District Court, Southern District of California, Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United States District Court, Southern District of California, Case. No. 15-CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles Country Club*, Los Angeles County Superior Court, Case No. BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*, Santa Clara County Superior Court, Case No. 16CV294127, Hon. Thomas E. Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior Court, Case No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS-1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon, USDC*, Northern

District of California, Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney; (u) *Rivas v. ESA Management*, USDC, Central District of California, Case No. 14-CV-5767, Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court, Case No. BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*, Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x) *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; Hon. Joel R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*, San Francisco County Superior Court, Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco County Superior Court, Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, USDC, Eastern District of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No. BC522676, Hon. Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, USDC, Southern District of California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v. Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon. William F. Highberger; among others.

9. We consider ourselves experienced and qualified to evaluate the claims and viability of the defenses. That experience and those qualifications allowed our firm to assist in achieving an efficient resolution of the claims in this matter for the maximum Total Settlement Amount of \$285,000, which is intended to settle all claims, demands, rights, liabilities, and/or causes of action for PAGA penalties pursuant to Labor Code Section 2699 for violations of the California Labor Code. The proposed Settlement is memorialized in the Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "SA"), attached hereto as **Exhibit 1** and the Addendum to Private Attorneys General Act Settlement Agreement and Release ("Addendum"), attached hereto as **Exhibit 2**.

10. Pursuant to the terms of this Settlement, Defendant will pay a maximum non-reversionary Settlement Payment of \$285,000. Subject to Court approval, from the Settlement

1 Payment, the following shall be deducted: 1) administration expenses of \$10,000.00 to CPT
2 Group, Inc., 2) PAGA Counsel's attorneys' fees of up to \$95,000.00, and litigation costs of
3 \$15,000.00. The remaining sum estimated at \$165,000.00 will be disbursed as directed by the
4 PAGA (Labor Code § 2699(i)) with \$123,750.00 (75%) paid to the Labor and Workforce
5 Development Agency ("LWDA"); and, \$41,250.00 (25%) distributed proportionately to
6 Aggrieved Employees¹ based on the number of Pay Periods each worked during the period
7 from September 1, 2019 to June 23, 2022 ("Covered Period").

8 **THE PARTIES**

9 11. Defendant Wiline Networks Inc. ("Wiline") is an internet service provided.
10 Wiline connects its internet customers through a state-of-the-art network of Data Centers
11 throughout all major metro areas in California, including San Diego, Orange County, Los
12 Angeles, San Jose, San Francisco, Oakland, and Sacramento.

13 12. Plaintiff Prince Banzouzi Malgha worked for Wiline as a as a non-exempt
14 technician responsible for installing internet network infrastructure from December 30, 2019 to
15 March 4, 2020.

16 13. Aggrieved Employees are all persons employed by Wiline in California as non-
17 exempt hourly paid employees at any time during the Covered Period defined as September 1,
18 2019 to June 23, 2022. Aggrieved Employees worked as technicians and various other titles.
19 Through the end of the Covered Period, there were 134 Aggrieved Employees who worked an
20 estimated aggregate 3,250 Pay Periods.

21 **BACKGROUND AND RELEVANT PROCEDURAL HISTORY**

22 14. On September 1, 2020, Plaintiff gave written notice to the Labor Workforce and
23 Development Agency ("LWDA") and to Wiline of his intent to pursue PAGA civil penalties
24 pursuant to Labor Code sections 2698, *et seq.* for Wiline's failure to pay all wages, including
25 minimum and overtime wages; failure to provide meal and rest periods; failure to record hours
26 worked; failure to reimburse business-related expenses; unlawful agreements; failure to pay sick

27 _____
28 ¹ All former and current non-exempt employees of Defendant who were employed during the period of
time between September 1, 2019 and June 23, 2022. SA ¶ 3(a)(4).

1 pay; and derivative claims for the failure to provide accurate itemized wage statements; and the
2 failure to pay all wages due during employment and upon separation of employment. Attached
3 as **Exhibit 3** is a true and correct copy of Plaintiff's Notice to the LWDA and proof of receipt
4 from the LWDA.

5 15. At no time did the LWDA notify Plaintiff of an intention to investigate the
6 allegations contained in the PAGA Notice and Defendant did not serve notice it intended to cure
7 any alleged defect, pursuant to the PAGA (Labor Code § 2699.3).

8 16. On November 6, 2020, Plaintiff filed a representative action under the PAGA
9 alleging violations contained in the PAGA Notice on behalf of himself and all other Aggrieved
10 Employees.

11 17. The Parties engaged in a substantial amount of litigation, including numerous
12 sets of written discovery and the partial deposition of Plaintiff and Defendant's Person Most
13 Knowledgeable ("PMQ").

14 18. After litigating this matter for over a year, the Parties agreed to attend mediation.
15 In preparation for mediation, my office reviewed and analyzed the data and all information
16 obtained through informal and formal discovery and engaged a consultant to extrapolate PAGA
17 civil penalties for each alleged violation on behalf of all alleged Aggrieved Employees.

18 **PLAINTIFF'S CONTENTIONS AND DEFENDANT'S DEFENSES**

19 19. Plaintiff contended that Defendant failed to pay all minimum and overtime
20 wages for all hours worked, including due to unlawful time rounding as well as a practice of
21 auto-deducting thirty minutes for each shift for a meal period regardless of whether a compliant
22 meal period was taken.

23 20. Plaintiff also contended that Defendant failed to provide off-duty and timely
24 meal and rest periods because Aggrieved Employees had to work through breaks and were not
25 paid any meal or rest break premiums. Plaintiff also contended that Defendant failed to record
26 meal periods. Defendant never produced any records in formal discovery showing that any meal
27 periods were recorded.

28 21. Plaintiff also contended that although Aggrieved Employees incurred reasonable

1 business cell phone expenses in the discharge of their duties for Defendant, they were not
2 reimbursed for said expenses. Plaintiff also contended that Defendant required employees to
3 sign agreements containing unlawful terms, namely releases in order to receive their final pay.

4 22. Defendant contended it paid its employees properly for all hours worked and did
5 not have a time rounding practice. According to Defendant, employees filled out their own time
6 cards and were required to ensure accurate reporting of hours worked. With respect to meal and
7 rest periods, Defendant contended that it properly informed employees of the right to meal and
8 rest periods via the employee handbook. Defendant argued that it did not automatically deduct
9 thirty-minutes for meal breaks, that its employees were adequately informed of the right to
10 timely meal and rest breaks via the employment policy and that there was no evidence that
11 employees were required to work through any breaks.

12 23. Defendant further contended that it did not require employees to sign releases to
13 receive their final wages and that the only agreement signed by allegedly Aggrieved Employees
14 was a Propriety Information Agreement. Defendant also argued that it regularly reimbursed
15 employees for vehicle and cell phone usage and that some employees were in fact provided with
16 a cell phone to use for work.

17 24. Defendant vehemently contested the merits and the manageability of Plaintiff's
18 claims and argued that the majority of the claims, including the meal and rest break claims
19 would require substantial individualized issues and would thus not be manageable at trial.
20 Defendant also argued that all of its employees, including Plaintiff, signed arbitration
21 agreements in which they agreed to arbitrate their individual claims and that a motion to compel
22 arbitration would more than likely be granted.

23 **THE PROPOSED PAGA SETTLEMENT**

24 25. On June 23, 2022, the Parties met for mediation and engaged in good faith,
25 arms'-length and informed negotiations facilitated by Steven Paul, an experienced and well-
26 regarded wage and hour mediator. Although the Parties did not reach a settlement at the
27 mediation, they continued negotiations with the assistance of the mediator, which included a
28

review of information concerning Defendant's financial viability, and were ultimately able to reach an agreement, for which Plaintiff now seeks Court approval.

26. Pursuant to the terms of the PAGA Settlement, Defendant will pay \$285,000.00 from which \$165,000.00 will be disbursed pursuant to the PAGA, i.e. \$123,750.00 (75%) will be paid to the LWDA, and \$41,250.00 (25%) will be paid to Aggrieved Employees. Labor Code § 2699(i). Accordingly, subject to Court approval, Plaintiff proposes the \$285,000.00 Settlement Payment be distributed as follows:

1.	GROSS PAGA AMOUNT:	\$ 285,000.00
	PAGA Counsel's Fees:	-\$ 95,000.00
	PAGA Counsel's Litigation Costs:	-\$ 15,000.00
	Administration Payment:	-\$ 10,000.00
2.	PAGA PENALTIES:	\$ 165,000.00
	Labor Workforce & Development Agency: 75%	\$ 123,750.00
	Aggrieved Employees: 25%	\$ 41,250.00

27. Pursuant to PAGA, 25% of the PAGA Penalties estimated at \$41,250.00 will be distributed proportionately to the 134 Aggrieved Employees employed during the Covered Period (September 1, 2019 through June 23, 2022) based on the number Pay Periods each worked during the Covered Period ("Compensable Pay Periods"). With an aggregate 3,250 Pay Periods worked by all Aggrieved Employees, each will receive an estimated \$12.69 per pay period.

28. The PAGA Settlement provides for a release of only claims alleged in the operative complaint. Specifically, the Released Claims release the following:

"All claims for civil penalties under PAGA that arose during the PAGA Period that were actually alleged or that could have been alleged in the Action by Plaintiffs, on behalf of the State of California and the PAGA Aggrieved Employees arising out of their employment with Defendant based on the facts alleged or that could have been alleged based on the facts in the Complaint filed in the Action and including but not limited to: (a) penalties pursuant to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 432.5, 510, 512, 558, 1174, 1197, 1197.1, 1198, and 2802; (b) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the PAGA Aggrieved Employees; and (c) any other remedies, penalties, or interest available under the PAGA based on the facts alleged in the Complaint."

29. No later than fourteen (14) calendar days after the Court's order granting

1 approval of the Settlement, Wiline will provide the PAGA Settlement Administrator with a list
2 of all Aggrieved Employee, containing the following information for each Aggrieved
3 Employee: first and last name, last known address, social security number, and Compensable
4 Pay Periods (defined as “pay periods between September 1, 2019 through June 23, 2022.”).

5 30. Wiline shall not be required to commence funding of the Net Settlement Amount
6 until the later of 10 business days after the effective date, or December 27, 2022. Wiline shall
7 fund the Settlement in six (6) payments. The first payment of \$35,000 will be due the later of
8 ten (10) business days after the effective date, or December 27, 2022. The remaining five
9 payments of \$50,000 each will be due on the first of each month following the first payment.

10 31. The Parties agreed to the installment payment schedule due to Wiline’s financial
11 position and difficulty paying a lump sum.

12 32. The Settlement provides an excellent recovery for the State and significant relief
13 for PAGA Employees. The proposed Settlement fulfills PAGA’s purpose by (1) enforcing the
14 law, (2) collecting penalties from an employer and recovering \$123,750.00 (75% of the
15 penalties) on behalf of the State of California for purposes of enforcement and education; and
16 (3) distributing \$41,250.00 (25% of the penalties) to the Aggrieved Employees.

17 33. Plaintiff seeks penalties for violation of Labor Code sections 201-203, 204, 210,
18 226, 226.3, 226.7, 432.5, 510, 512, 558, 1174, 1194, 1197, 1187.1, 1198, and 2802 of which
19 75% will be paid to the State of California’s Labor Workforce and Development Agency and
20 25% will be paid to the PAGA Employees pursuant to Labor Code section 2699(i).

21 34. For mediation, Wiline informed my office that there are 124 Aggrieved
22 Employees with approximately 2,408 pay periods. After mediation, Wiline provided that there
23 are 134 Aggrieved Employees who worked 3,250 pay periods during the Covered Period.

24 35. For mediation, PAGA penalties were calculated using extrapolation from the
25 data and time records produced by Wiline. Plaintiff estimated there were 150 employees from
26 September 1, 2019 through September 23, 2022 (the mediation analysis was extrapolated to 90
27 days after the June 23, 2022 mediation) with a total of 2,744 pay periods.

28 36. I acknowledged that rounded time entries did not occur in each and every shift

1 and each and every pay period. The analysis of time records showed that approximately 60% of
2 the pay periods were affected by Wiline's allegedly unlawful time rounding practice. Therefore,
3 the resulting penalty would be \$195,000 (3,250 * 60% x \$100).

4 37. I utilized the same assumptions to calculate civil penalties for failure to pay all
5 hours worked at the correct overtime rate in violation of Labor Code section 510. Plaintiff
6 alleged that Wiline failed to include compensation such as bonus pay into the calculation of the
7 regular rate of pay for purposes of paying overtime wages. The analysis of time and pay records
8 showed a 15.8% violation which equals approximately 514 affected pay periods (15.8% of
9 3,250). This results in a penalty of \$51,400 (514 pay periods x \$100). In sum, the civil penalties
10 for failure to pay all minimum and overtime wages owed were estimated at approximately
11 \$246,400 (\$195,000 + \$51,400).

12 38. My office calculated civil penalties for each pay period in which Aggrieved
13 Employees worked during through September 23, 2022 (90 days after the mediation date). Our
14 damages expert analyzed the time records and determined the number of unique meal period
15 violations during the Covered Period. Unique meal break violations were defined as shifts with
16 at least one of the following: 1) recorded 1st meal break after the end of the fifth hour or work
17 for shifts greater than five hours; 2) 1st meal break less than 30 minutes for shifts greater than
18 five hours; 3) no 1st meal break for shifts greater than five hours; and 4) no second meal break
19 for shifts greater than ten hours. This resulted in 2,011 pay periods with a unique meal break
20 violation. Using the \$50 per penalty pursuant to Labor Code section 558, Wiline's exposure for
21 this claim would be \$100,500 (2,011 Pay Periods * \$50 per Pay Period). Realistically, this
22 figure should be discounted by 50% considering issues of proving meal periods were not missed
23 or delayed by choice. Therefore, the realistic exposure for this claim is \$50,250.

24 39. Because Labor Code section 226.7 rest periods are not subject to the same clock-
25 in and clock-out requirements as meal periods, violation rates and proof of a non-compliant or
26 waived rest break would require reliance on potentially competing testimony and declarations
27 from Aggrieved Employees. Assuming 100% of the 3,250 pay periods had a violation, this
28 would yield a maximum civil penalty of \$325,000. However, realistically, it is more likely that

only approximately 50% of the pay periods had at least one violation, resulting in a maximum civil penalty of \$162,500 (3,250 pay periods * 50% violation rate * \$100 per pay period).

40. Plaintiff sought recovery of civil penalties for Wiline's failure to reimburse Aggrieved Employees as required by Labor Code section 2802 for use of their personal cell phones for business calls and messaging and other work-related communications and use of their personal vehicles to drive to and from customer's locations, wherein they incurred mileage expenses. Plaintiff alleged that while some expenses were reimbursed, there were times when reimbursement was short and didn't cover all expenses incurred by Aggrieved Employees. Wiline argued that business expenses are not required to be reimbursed in the same pay period as incurred and that it did eventually reimburse the majority of expenses due and that it provided the majority of its employees with a company car and cell phone. Additionally, only some of the Aggrieved Employees (field technicians) required a cell phone or a car to carry out their job duties. Based on these factors, it is reasonable to assume a violation for approximately 25% of the pay periods, resulting in approximately 814 affected pay periods during the Covered Period. Based on this, the maximum exposure is estimated at \$81,400 (814 * \$100).

41. Pursuant to Labor Code section 226, accurate and itemized wage statements must be provided to all employees. Assuming a 100% violation rate in each of the 3,250 pay periods during the PAGA Period, the maximum exposure Aggrieved Employees could claim is estimated at \$325,000 (3,250 pay periods * \$100). However, a 50% violation rate is more realistic because the alleged underpayment of wages did not occur in every single pay period. Therefore, assuming a 50% violation at the initial penalty rate of \$100, the resulting penalty would be equal to \$162,500 (3,250 pay periods * \$100 violation rate).

42. The potential exposure for violation of Labor Code section 204 is dependent on proving wages were owed on the underlying claims during employment and were not timely paid. Plaintiff alleged that wages were often paid late, which the wage statements would show.

43. Wiline represented that there were 67 currently employed Aggrieved Employees who worked 2,350 pay periods through March 31, 2022. as of September 12, 2021. Assuming 100% violation rate for all pay periods worked by current employees, the maximum civil

1 penalties for this claim would be \$235,000 (2,350 pay periods * \$100.) However, a 50%
2 violation is more realistic because the alleged underpayment of wages did not occur in each pay
3 period worked by all current Aggrieved Employees. Therefore, are more realistic exposure for
4 this claim is a civil penalty of \$117,500.

5 44. The potential exposure for violation of Labor Code sections 201-203 would be
6 dependent upon proving wages were owed on the underlying claims at the time of separation
7 and not paid.

8 45. Wiline represented that at the time of mediation, there were 82 former Aggrieved
9 Employees through March 31, 2022. Therefore, the maximum civil penalty is \$8,200 (82 x
10 \$100.).

11 46. Labor Code section 1174.5 provides for a one-time \$500 civil penalty for a
12 violation of Wiline's obligation to maintain records that reflect total hours worked and
13 beginning and ending time of each work period and meal period.

14 47. Plaintiff sought recovery of civil penalties for Wiline's requirement that
15 employees sign agreements containing unlawful terms, including terms purporting to broadly
16 assign rights to inventions to the Defendants, to unlawfully restrict their rights to seek gainful
17 employment, to waive their right to initiate representative actions, and to agree to release all
18 claims in order to receive their final wages. Assuming all 134 Aggrieved Employees were
19 required to sign the allegedly unlawful agreements, Plaintiff could potentially recover a penalty
20 for every pay period. However, arguably, a more realistic position is that the penalty would only
21 apply as a one-time penalty because employees did not sign these agreements every pay period.
22 Therefore, assuming one pay period per employee, the maximum penalty would be \$13,400
23 (134 EEs x \$100).

24 48. Based on risks associated with pursuing these claims to final judgment, which
25 included not proving the underlying Labor Code violations, as well as the Court's authority to
26 completely reduce penalties, Wiline's maximum exposure, estimated at \$842,750 (\$246,500 +
27 \$50,250 + \$162,500 + \$81,400 + \$162,500 + \$117,500 + \$8,200 + \$500 + \$13,400), was
28 reduced by 50% for a maximum exposure estimated at \$421,375.

ATTORNEYS' FEES AND COSTS

49. PAGA Counsel requests \$95,000.00 for their attorneys' fees (33 1/3 % of the Settlement Payment), and \$15,000 in litigation costs. As of the date of the filing of this Motion and to bring this settlement to a final closure, PAGA Counsel will have incurred \$129,117.00 in attorneys' fees and \$15,602.89 in litigation costs.

50. PAGA Counsel's request for one-third percent of the common fund created falls in the mid-range of fee percentage awards which commonly range from 20% to 50%. The requested sum constitutes fair compensation for undertaking complex, risky, expensive, and time-consuming litigation, strictly on a contingent basis, and for the results achieved for the State, and the PAGA Employees, as well as Defendants' current and future employees. Numerous state and federal courts in California routinely approve fee requests equal to or more than the amount sought here.

51. Unlike counsel for Defendant, who were regularly paid a fair-market hourly rate, PAGA Counsel received no compensation for their services for nearly one and one-half years and received no reimbursement of the expenses required to prosecute the case. The contingent nature of the representation, and the risks of this litigation, fully warrant judicial approval of the fee request.

52. Plaintiff signed a contingent fee agreement allowing for attorneys' fees of one-third percent of the total recovery and reimbursement of actual litigation costs.

53. The fee request is in line with awards in similar cases in California and nationwide and demonstrates PAGA Counsel's request is consistent with market rates and is reasonable. Within the past several years, my firm has received an award of 33 1/3% or over of the common fund in the following state and federal class and representative action settlements:

a) *Watson v. Raytheon Company*, USDC Southern District, Case No. CV-10-cv-00634 LAB RBB (Hon. Larry B. Burns – awarding attorneys' fees of \$666,666.67, 33-1/3% of a \$2,000,000 settlement in a certified misclassification class action);

b) *Dirienzo v. Dunbar Armored, Inc.*, USDC Southern District, Case No. CV-09-2745 DMS JMA, (Hon. Dana M. Sabraw – awarding attorneys' fees of \$500,000, 33-1/3% of \$1,500,000 settlement in a pre-certification expense reimbursement, rest and meal period class action);

1 c) *Estrada, Alvarez vs. Burrtec Waste Group, Inc., et al.*, San Diego Superior Court,
2 Case No. 37-2011-00096268-CU-OE-CTL (Hon. Joel M. Pressman – approving attorneys’ fees
of 33-1/3% of \$2,789,000 in a pre-certification meal violation class action);

3 d) *Luareno v. The Art of Shaving*, Los Angeles Superior Court, Case No. BC550093
4 (Hon. Amy D. Hogue – approving attorneys’ fees of 33-1/3% of \$950,000 in a pre-certification
5 wage and hour class action);

6 e) *Ramirez v. Kirkhill-TA CO.*, Los Angeles Superior Court, Case No. BC557207
7 (Hon. Kenneth Freeman – approving attorneys’ fees of 33-1/3% of \$1,100,000 in a pre-
certification wage and hour class action);

8 f) *Gutierrez v. Benchmark*, San Diego Superior Court, Case No. 2014-00032287
9 (Hon. Joel M. Pressman – approving attorneys’ fees of 33-1/3% of \$350,000 in a pre-
certification wage and hour class action);

10 g) *Morales v. The Los Angeles Country Club*, Los Angeles Superior Court, Case
11 No. BC566493 (Hon. William F. Highberger – approving attorneys’ fees of 33-1/3% of
\$600,000 in a pre-certification wage and hour class action);

12 h) *Rodriguez v. Healthcare Partner Medical Group, Inc.*, Los Angeles Superior
13 Court, Case No. BC541313 (Hon. Kenneth Freeman – approving attorneys’ fees of 33-1/3% of
14 \$6,000,000 in a pre-certification wage and hour class action);

15 i) *Smith v. Unionbancal Corp.*, San Francisco Superior Court, Case No. CGC-11-
16 508019 (Hon. Harold E. Kahn – approving attorneys’ fees of 33-1/3% of \$1,450,000 in a pre-
certification wage and hour class action);

17 j) *Walsh v. Cedars-Sinai Medical Center*, Los Angeles Superior Court, Case No.
18 BC487290 (Hon. William F. Highberger – approving attorneys’ fees of 33-1/3% of \$500,000 in
a pre-certification wage and hour class action);

19 k) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino Superior Court, Case No.
20 CIV-DS-1511918 (Hon. Donald Alvarez – approving attorneys’ fees of 33-1/3% of \$3,750,000
21 in a pre-certification wage and hour class action);

22 l) *Mena v. Wolfgang Puck Catering*, Los Angeles Superior Court, Case No.
23 BC582743 (Hon. John Shepard Wiley, Jr. – approving attorneys’ fees of 33-1/3% of \$600,000
in a pre-certification wage and hour class action);

24 m) *Syed v. M.I. Swaco*, USDC Eastern District of California, Case No. 12-CV-
25 01718 DAD (Hon. Dale A. Drozd – approving attorneys’ fees of 33-1/3% of \$7,000,000 in a
FLSA Certified / Rule 23 pre-certification wage and hour class action);

26 n) *Magdaleno v. Shelly Automotive, LLC*, Orange Superior Court, Case No. 2013-
27 0043958 (Hon. Kim. G. Dunning – approving attorneys’ fees of 33-1/3% of \$900,000 in a pre-
28 certification wage and hour class action);

1 o) *Grana v. PICO Enterprises, Inc.*, Los Angeles Superior Court, Case No.
2 BC472891 (Hon. Stephanie M. Bowick – approving attorneys’ fees of 33-1/3% of \$1,500,000
in a certified wage and hour class action);

3 p) *McGrath v. Wyndham*, USDC Southern District of California, Case No. 15-CV-
4 1631 JM (Hon. Jeffrey T. Miller – approving attorneys’ fees of 33-1/3% of \$7,250,000 in a pre-
certification wage and hour class action)

5 q) *Arellano v. Container Connection*, Los Angeles Superior Court, Case No.
6 BC500675 (Hon. Ann I. Jones – approving attorneys’ fees of 33-1/3% of \$1,625,000 in a
7 certified wage and hour class action);

8 r) *Nijmeh v. Bon Appetit*, Santa Clara Superior Court, Case No. 16CV294127 (Hon.
9 Thomas E. Kuhnle – approving attorneys’ fees of 33-1/3% of \$1,350,000 in a pre-certification
wage and hour class action);

10 s) *Vaquero v. Stoneledge*, Los Angeles Superior Court, Case No. BC522676 (Hon.
11 Elihu M. Berle – approving attorneys’ fees of 33-1/3% of \$3,900,000 in a certified wage and
hour class action);

12 t) *Gutierrez v. Save Mart Supermarkets*, San Mateo Superior Court, Case No
13 CIV530955 (Hon. Marie S. Weiner – approving attorneys’ fees of 33-1/3% of \$5,000,000 in a
14 certified wage and hour class action);

15 u) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles Superior Court,
16 Case No. BC590913 (Hon. Elihu M. Berle – approving attorneys’ fees of 33-1/3% of \$778,000
in a pre-certification wage and hour class action);

17 v) *Ramos v. Home Depot U.S.A., Inc.*, Alameda Superior Court, Case No.
18 RG15797737 (Hon. Da Ioana Petrou – approving attorneys’ fees of 33-1/3% of \$2,600,000 in a
PAGA action);

19 w) *Klein v. Loomis*, San Bernardino Superior Court, Case No. CIVDS1704547
20 (Hon. David Cohn – approving attorneys’ fees of 33-1/3% of \$1,014,000 in a pre-certification
21 wage and hour class action).

22 x) *Gutierrez v. Southern Counties Oil*, San Diego Superior Court, Case No. 2017-
00040850 (Hon. Ronald F. Frazier – approving attorneys’ fees of 33-1/3% of \$637,500 in a pre-
23 certification wage and hour class action).

24 y) *Lawson v. Staples*, Los Angeles Superior Court, Case No. BC542237 (Hon.
25 Kenneth R. Freeman – approving attorneys’ fees of 33-1/3% of \$58,275 in a pre-certification
wage and hour class action).

26 z) *Hanson v. Leisure Sports, Inc.*, Contra Costa Superior Court, Case No. MSC17-
27 00078 (Hon. Edward G. Weil – approving attorneys’ fees of 33-1/3% of \$200,000 in a pre-
certification wage and hour class action).
28

1 aa) *Horton v. Neostrata Company Inc., et al.*, USDC Southern District of California,
2 Case No. 16-CV-2189 JLB (Hon. Anthony J. Battaglia – approving attorneys’ fees of 33-1/3%
3 of \$355,000 in a pre-certification wage and hour class action).

4 bb) *Schaffer v. Rady Children’s Hosptial – San Diego, et al.*, San Diego Superior
5 Court, Case No. 2015-00022978 (Hon. Joel R. Wohlfeil – approving attorneys’ fees of 33-1/3%
6 of \$12,500,000 in a certified wage and hour class action).

7 cc) *Hubbard v. Caliber Home Loans, Inc.*, Orange Superior Court, Case No. 2018-
8 01017838 (Hon. Glenda Sanders – approving attorneys’ fees of 33-1/3% of \$175,000 in a
9 PAGA action).

10 dd) *Redin v. Accountabilities Professional Group, Et al.*, Orange Superior Court,
11 Case No. 2017-00929734 (Hon. Glenda Sanders –attorneys’ fees of 33-1/3% of \$255,000 in
12 Class action).

13 ee) *White v. Sacramento Regional Transit District, Sacramento* Superior Court, Case
14 No. 234-2018-00240461 (Hon. David D. Alba –attorneys’ fees of 33-1/3% of \$385,000 in Class
15 action).

16 ff) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-
17 2018-00997260 (Hon. Randall J. Sherman –attorneys’ fees of 33-1/3% of \$1,485,000 in Class
18 action).

19 gg) *Jimenez v. Reyes Holdings, LLC, et al.*, San Diego Superior Court, Case No. 37-
20 2019-00051577 (Hon. Joel R. Wohfeil –attorneys’ fees of 33-1/3% of \$216,666 in Class and
21 Representative action).

22 hh) *Santos, et al. v. National General Management Corp.*, San Bernardino Superior
23 Court, Case No. CIVDS 1918865 (Hon. David Cohn –attorneys’ fees of 33-1/3% of \$680,000
24 in PAGA action).

25 54. PAGA Counsel have worked 238.9 hours prosecuting this Action and calculate
26 the resulting lodestar fee on those hours at \$129,117.00. The hours expended were reasonable
27 in light of the complexity and duration of the litigation. A true and correct copy of PAGA
28 Counsel’s Summary of Time and Costs is attached hereto as **Exhibit 4; Exhibit 5 (A-D)** is a
true and correct copy of the Cohelan Khoury & Singer Time Records for each attorney who
worked on this matter.

55. Included in the total hours is an additional 10 hours, following the filing of this
motion, will be worked to prepare for and attend the approval hearing, provide supplemental
information and documentation should the Court request it, interact with Defense counsel and
the administrator with respect to funding and distribution, approval of checks, transmittal

documents, responding to employee inquiries, handling uncashed checks, etc.

56. PAGA Counsel's skill and experience support their hourly rates and are in line with rates typically approved in wage and hour class action litigation in California and have been specifically approved by numerous state and federal courts in California. Cohelan Khoury & Singer's practice is limited exclusively to litigating employment class actions on behalf of employees and consumers. Cohelan, Khoury & Singer have been appointed Class Counsel or co-Class Counsel in over 175 such cases. As leading attorneys in the field, Plaintiff's counsel continually monitors prevailing market rates of defense and plaintiff law firms and set the billing rates to follow attorneys and staff of comparable skill, qualifications and experience. Other wage and hour attorneys working as Class Counsel before California courts charge comparable if not higher rates. Attached hereto as **Exhibit 6** is a true and correct copy of the National Law Journal survey of hourly billing rates for Partners and Associates for 2014.

57. Using the local pay differentials within the federal courts system in the bay area, Plaintiff's Counsel would be permitted to increase theirs and their paralegal's current hourly rates by 11.67%. Attached as **Exhibit 7** are the Judiciary Salary Plan Pay Rates for San Francisco and San Diego, effective January 6, 2020.

58. In further support of their hourly rates, Plaintiff's counsel relies upon the 2017-2018 Real Rate Report, the industry's leading analysis of law firm rates, trends and practices. The Real Rate Report is based on an enormous and statistically significant compilation of data: 25.8 million billing entries and 23.9 million hours billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees billed. Attached as **Exhibit 8** are relevant excerpts from Wolters Kluwer's ELM Solutions, Inc., 2018 and 2017 Real Rate Report.

59. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the Northern California area based on billing entries through the third quarter of 2018, for 448 partners and 378 associates, the Real Rate Report states that: (a) the rates for partners in San Francisco are between \$695 and \$895 per hour for the middle and upper quartiles, and (b) the rates for associates in San

1 Francisco is between \$446 and \$567 for the median and upper quartiles.

2 60. All of the work and tasks performed and to be performed by PAGA Counsel to
3 document the Settlement and securing judgment for the PAGA Members were reasonable and
4 necessary to the prosecution of this case. Such effort is reflected in the excellent results
5 achieved for them and future employees of Wiline.

6 61. PAGA Counsel seeks reimbursement of their litigation costs and expenses. To
7 date PAGA Counsel has incurred \$15,602.89 in costs, which were necessary to the prosecution
8 of this case, are reasonable, and are unopposed by Wiline. Attached as **Exhibit 9** is a true and
9 correct copy of Cohelan Khoury & Singer's Itemization of Costs incurred in this matter.

10 **NO SERVICE AWARD IS REQUESTED**

11 62. Plaintiff at all times has remained committed to this case and committed to
12 representing and protecting the interests of the PAGA Members and the state of California. I
13 believe he can (and to date has) adequately protect the interests the PAGA Members and the
14 state of California. However, no service award is requested on his behalf. As part of a separate
15 settlement and to ensure that Defendant obtain global resolution, Mr. Banzouzi Malgha has
16 agreed to fully resolve and settle his claims independent of his claims for PAGA penalties, and
17 has entered into an agreement as such.

18 63. On the same date the instant motion is filed with the Court, it will be served
19 upon Defendant and provided to the Labor and Workforce Development Agency ("LWDA")
20 electronically through the LWDA's website, [https://www.dir.ca.gov/Private-Attorneys-General-](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)
21 [Act/Private-Attorneys-General-Act.html](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html), using the appropriate intake form. Attached as
22 **Exhibit 10** is a true and correct copy of the filing confirmation.

23 I declare under the penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct and that this declaration is executed on January 25, 2023, in San
25 Diego, California

26
27 
28 Isam C. Khoury, Esq.

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff PRINCE D. BANZOUZI MALGHA, an individual on behalf of the State of California as a private attorney general (“Plaintiff”) on the one hand, and Defendant WILINE NETWORKS INC. (“Defendant”) on the other hand.

This Settlement Agreement shall be binding on Plaintiff and the Aggrieved Employees (as defined below) whom Plaintiff purports to represent and on Defendant and its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Defendant, subject to the terms and conditions hereof and the approval of the Court.

1. Recitals. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff Prince D. Banzouzi Malgha is a former employee of Defendant, employed from December 30, 2019 to March 4, 2020.

(b) On September 1, 2020, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) to notify the LWDA pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under the PAGA for violations of Labor Code sections 218.5, 510, 1194, 512, 226.7, 226, 201-203, 1174 and 2802.

(c) On November 6, 2020, in the San Mateo Superior Court, Plaintiff filed a representative action under the PAGA asserting the following causes of action: 1) civil penalties under the PAGA for failure to pay minimum wages and /or overtime wages; 2) civil penalties under the PAGA for failure to provide meal periods; 3) civil penalties under the PAGA for failure to provide rest periods; 4) civil penalties under the PAGA for failure to provide accurate itemized wage statements; 5) civil penalties under the PAGA for failure to timely pay all wages due during employment and upon termination of employment; 6) civil penalties under the PAGA for failure to record hours worked; 7) civil penalties under the PAGA for requiring employees to agree to unlawful terms; 8) civil penalties under the PAGA for failure to provide expense reimbursements; 9) civil penalties under the PAGA for unlawful release agreements; and 10) civil penalties under the PAGA for failure to pay sick pay.

(d) On June 23, 2022, the Parties mediated the Action during a full-day mediation with an experienced mediator, Steven Paul. Although the Parties did not settle at mediation, they continued negotiations and discussions concerning Defendant’s financial viability with the assistance of the mediator and reached an agreement to resolve the Action.

(e) There has been no determination on the merits of the Action or the PAGA Notices but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 8(a) below) as of the date of execution of this Settlement Agreement.

2. Nonadmission of Wrongdoing. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. Consideration.

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum total gross sum of TWO HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$285,000.00) (the "Total Settlement Amount") in installments to resolve the Action and Released Claims, which will be paid as follows:

(1) Attorneys' fees of up to thirty-three and one-third percent (33 1/3%) of the Total Settlement Amount which amounts to NINETY-FIVE THOUSAND DOLLARS (\$95,000) subject to Court approval, and reimbursement of litigation costs and expenses up to the amount of FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000) subject to Court approval (collectively, "Attorneys' Fees and Costs"), which Defendant will not contest.

(2) Third Party Settlement Administrator will be selected by mutual agreement of the Parties. The reasonable costs shall be included within the "Total Settlement Amount."

(3) The amounts stated in Paragraphs 1&2 above, once approved by the Court, shall be paid from the "Total Settlement Amount." The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(4) Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as all former and current non-exempt employees of Defendant who were employed during the period of time between September 1, 2019 and June 23, 2022 (the "Aggrieved Employees"). The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion." The Parties estimate that there are approximately 134 aggrieved employees who worked through June 23, 2022 and worked an estimated aggregate 3,250 pay periods.

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, Enhancement Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. The Parties agree that Defendant will not be required to commence to fund this agreement until the later of 10 business days after the effective date, or December 27, 2022. Defendant will fund the settlement in six payments. The first payment of \$35,000 will be due the later of 10 business days after the effective date, or December 27, 2022. The remaining five payments of \$50,000 will be due on the first of each month following the first payment.

5. Court Approval is Required. Plaintiff understands and agrees that the State of California and Aggrieved Employees would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void. Plaintiff shall timely provide notice of this Settlement Agreement and the Court's Approval of this Settlement Agreement to the LWDA in accordance with Labor Code sections 2698, *et seq.*

6. Disbursal of Settlement Funds/Dismissal of Action.

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, within fourteen (14) days after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; (ii) Plaintiff has provided notice of the Settlement Agreement to the LWDA, (iii) the Court has entered an order approving the Settlement Agreement; and (iv) Plaintiff has provided notice of the Court's approval to the LWDA; and (v) only if any objection has been made to Settlement approval, any time for which an appeal could be made to the Court's approval of the Settlement has passed. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday, or legal holiday in the State of California. The Administrator will disburse the entire Net Settlement Amount without requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Net Settlement Amount will revert to Defendant Wiline.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount, and within ten (10) business days of such notification, Plaintiff will seek dismissal of the Action in its entirety with prejudice.

7. Approval and Implementation of the PAGA Settlement.

(a) The Parties will cooperate in obtaining an order from the Court approving this Settlement Agreement and dismissal of the Action based thereon, as described herein. The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court relating in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(b) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Charles H. Jung and Andrew R. Kislik of Nassiri & Jung LLP ("Defendant's Counsel") for review and approval prior to filing.

(c) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant dismissal of the action and

closure of the case based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

8. Settlement Administration.

(a) The Parties will select a Settlement Administrator to perform, as a fiduciary, all duties specified in this agreement in exchange for payment of Administration Expenses.

(b) The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (QSF) under Treasury Regulation section 46B-1.

9. Notice to Recipients.

(a) The Parties believe there is no basis for objections to the Settlement Agreement or its Approval by the Aggrieved Employees. The Aggrieved Employees have no right to opt out.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between September 1, 2019 through the date of the Court's Order Granting Settlement Approval ("Compensable Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall:

(1) For each Aggrieved Employee, divide the number of Compensable Pay Periods he or she worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(2) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and will not be subject to local, state or federal payroll tax withholdings. All Aggrieved Employees who cash, deposit, or otherwise negotiate their Individual Settlement Share checks shall receive an IRS Form 1099 for their Individual Settlement Share as required by the IRS.

(c) The Parties agree to retain CPT Group to serve as the PAGA Settlement Administrator;

(d) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter agreed to by the Parties and approved by the Court, in the following manner:

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) social security number; and (iv) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employee List.

(3) No later than ten (10) calendar days after the PAGA Settlement Administrator’s receipt of the Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by taking all reasonable steps, and shall re-mail the PAGA Settlement Package.

(4) The Individual Settlement Award checks will remain negotiable for 180 days after the date of their issuance (the “Check Stale Date”). Any Individual Settlement Award checks that are not cashed, deposited, or negotiated after the Check Stale Date will be void and the amount of those checks will be directed to the California State Controller for the deposit in the Unclaimed Property Fund in the name of the employee.

(e) Also, no later than ten (10) calendar days after the PAGA Settlement Administrator has received (via installments) the Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

10. Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.

(a) Upon the Effective Date, Aggrieved Employees, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns, and the State of California, on behalf of itself and its administrators, representatives, and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant’s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the “Released Parties”), to the full extent permitted by law, of and from the Action and from any and all claims asserted and unasserted, arising during the period from September 1, 2019 through the date on which the Court grants approval of the Settlement, for civil penalties under California Labor Code sections 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under the PAGA, based on the factual allegations in the Operative Complaint or what could have been alleged based on the facts alleged in the Operative Complaint and in Plaintiff’s PAGA Notice or what could have been alleged in Plaintiff’s PAGA Notices, based on the facts alleged in the Notice, including but not limited to, violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 432.5, 510, 512, 558, 1174, 1197, 1187.1, 1198, 2802, and any other remedies, penalties, or interest available under the PAGA.

11. No Transfer/Assignment of Claims. Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Plaintiff is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments,

taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the Action of any lien holder or any lien claimant or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

12. Liens and Attorneys' Fees/Indemnification.

Plaintiff is solely responsible for any liens made in connection with any services performed on Plaintiff's behalf by any attorney, consultants, or expert witnesses. Each Party solely is responsible for any fees and costs they or it has incurred including, but not limited to, fees for attorneys, consultants and expert witnesses. Plaintiff acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Plaintiff in connection with the prosecution of the Action, except to the extent the Settlement Agreement provides for payment of Attorneys' Fees and Costs.

13. Governing Law and Interpretation.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary or supplement the term of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

14. Amendment. This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties or their counsel wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

15. Miscellaneous.

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity or uncertainty, this

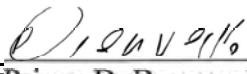
Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if all Parties prepared it jointly.

(d) If Plaintiff or Defendant fails to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN SECTION 3(a) ABOVE, PLAINTIFF AND DEENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

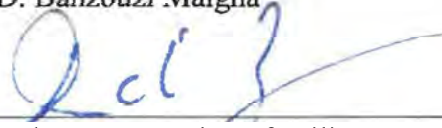
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below.

Dated: 8/11/2022, 2022



Prince D. Banzouzi Malgha

Dated: 8/11, 2022



Authorized Representative of Wiline Networks Inc.
David Hertgen, President

APPROVED AS TO FORM AND CONTENT:

COHELAN KHOURY & SINGER

Dated: August 11, 2022

By: 

Isam C. Khouly
Michael D. Singer
For Plaintiff Prince D. Banzouzi Malgha and the
Aggrieved Employees

NASSIRI & JUNG LLP

Dated: August 11, 2022

By: 

Charles H. Jung
Andrew R. Kislik
For Defendant Wiline Networks Inc.

EXHIBIT 2

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

PRINCE BANZOUZI MALGHA
on behalf of himself and other aggrieved
employees,

Plaintiff,

vs.
WILINE NETWORKS INC., a Delaware
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 20-CIV-04862

ASSIGNED FOR ALL PURPOSES TO
HON. V. RAYMOND SWOPE

**ADDENDUM TO PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE**

Trial Date: None
Complaint Filed: November 6, 2020

**ADDENDUM TO PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND
RELEASE**

This Addendum to the Private Attorneys General Act Settlement Agreement and Release ("Addendum") is made and entered into by and between Plaintiff PRINCE D. BANZOUZI MALGHA on the one hand, an individual on behalf of the State of California as a private attorney general ("Plaintiff"), and Defendant WILINE NETWORKS, INC. ("Defendant") on the other hand, (collectively, the "Parties"), pursuant to Paragraph 14 of the Private Attorneys General Act Settlement Agreement and Release ("Agreement," "Settlement," or "Stipulation of Settlement") previously entered into by the Parties.

Excepting only the provisions of the Agreement that are expressly modified by this Addendum, the Agreement remains in full force and effect. By executing this Addendum, the Parties agree to be bound by its terms, as follows:

The following Section 4 is applicable to this Addendum and replaces the Section 4 in the Agreement.

4. Timing of Settlement Funding. The Parties agree that Defendant will not be required to commence to fund this agreement until the later of 10 business days after the Effective Date ("Effective Date" shall mean 10 business days after both of the following have occurred: (i) approval of this Settlement is granted by the Court, and (ii) judgment approving this Settlement becomes final), or December 27, 2022. Defendant will fund the settlement in six payments. The first payment of \$35,000 will be due the later of 10 business days after the effective date, or December 27, 2022. The remaining five payments of \$50,000 will be due on the first of each month following the first payment.

The following Section 9(b) is applicable to this Addendum and replaces the Section 9(b) in the Agreement.

9. Notice to Recipients.

(b) Each Aggrieved Employee will be entitled to a pro rata share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between September 1, 2019 through June 23, 2022 ("Compensable Pay Periods"),

1 based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's
2 share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement
3 Administrator shall:

4 (1) For each Aggrieved Employee, divide the number of Compensable Pay Periods
5 he or she worked by the total aggregate number of Compensable Pay Periods worked by all
6 Aggrieved Employees, and then multiply this amount by the Employees' Portion to arrive at
7 each Aggrieved Employee's Individual Settlement Share.

8 (2) One Hundred Percent (100%) of all Individual Settlement Shares are to be
9 considered penalties and will not be subject to local, state or federal payroll tax withholdings.
10 All Aggrieved Employees who cash, deposit, or otherwise negotiate their Individual Settlement
11 Share checks shall receive an IRS Form 1099 for their Individual Settlement Share as required
12 by the IRS.

13 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
14 Addendum to the Private Attorneys General Act Settlement Agreement and Release between
15 Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

17 **PLAINTIFF**

18 Dated: 1/9/2023

Prince D. Banzouzi Malgha
19 Prince D. Banzouzi Malgha

20 **WILINE NETWORKS, INC.**

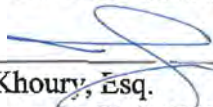
21 Dated: 12/23/2022

Authorized Representative of Wiline Networks,
22 Inc.

1 **APPROVED AS TO FORM**

2 **COHELAN KHOURY & SINGER**

3 Dated: 1/10/2023

4 
Isam Khoury, Esq.
Attorneys for Plaintiff Prince D. Banzouzi Malgha
and the Aggrieved Employees

6 **NASSIRI & JUNG LLP**

7 Dated: 12/23/2022

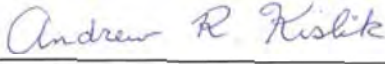
8 
Charles H. Jung, Esq.
Andrew R. Kislik
Attorneys for Defendant Wiline Networks, Inc.

EXHIBIT 3

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, APLC*
ISAM C. KHOURY, APC
DIANA M. KHOURY, APC
MICHAEL D. SINGER, APLC•

(*Also admitted in the District of Columbia)
(•Also admitted in Colorado)

ATTORNEYS AT LAW

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JEFF GERACI
J. JASON HILL†
MARTA MANUS
KRISTINA DE LA ROSA
ROSEMARY C. KHOURY

(† Also admitted in Illinois)

September 1, 2020

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT)

WiLine Networks Inc.
104 Carnegie Center, Suite 201
Princeton, NJ 08540

WiLine Networks Inc.
C/O CSC-Lawyers Incorporating Service
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833

**Re: NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR
CODE SECTION 2699.3**

This letter shall serve as Prince Banzouzi Malgha's (hereafter "Claimant") *Notice* pursuant to the California Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.* regarding his wage and hour claims against WiLine Networks, Inc. (collectively referred to herein as "the Employer."). Claimant submits this notice on behalf of himself and all current and former exempt and/or non-exempt employees in California who during the one year preceding the date of this notice suffered one or more of the violations described herein (collectively referred to as "aggrieved employees").

Claimant and other aggrieved employees were subject to the same policies and practices alleged herein which impermissibly denied aggrieved employees their rights pursuant to the California Labor Code and caused violation of the Labor Code as set forth below.

FACTUAL ALLEGATIONS

Claimant worked for the Employer as a Field Service Technician from approximately December 2019 until March 2020. He and other aggrieved employees were required to sign a severance agreement in order to receive his final pay. Because he refused to sign the severance agreement, he did not receive all of his final wages owed.

At all relevant times at least one year prior to the date of this Notice, the Employer subjected Claimant and aggrieved employees to policies and practices which caused the violations of the Labor Code as described herein.

The Employer failed to pay Claimant and aggrieved employees all minimum, regular, and overtime wages for all applicable hours of work, including the time spent working during purported meal periods, but which were deducted. As a result, the time spent working during purported meal periods was not paid at the correct minimum, regular, and overtime wage rates.

The Employer further failed to pay all overtime wages for all overtime hours worked because it failed to properly calculate the regular rate of pay for purposes of calculating overtime rates (time and a half- and double-time rates). Claimant and other aggrieved employees were eligible to earn, and did earn, more than one base hourly rate in the same workweek, non-discretionary compensation, including non-discretionary incentive pay, commissions, production bonuses, referral bonuses, and flat sum bonuses. Claimant and aggrieved employees worked overtime during the same workweek in which they worked at more than one base hourly rate and/or earned additional non-discretionary compensation. However, this additional remuneration was not properly calculated into the regular rate of pay and as a result the overtime wages were not calculated using the correct regular rate of pay. Accordingly, the Employer failed to pay all overtime wages.

At all times during his employment and at least one year prior to the date of this notice, Claimant was subjected to a uniform policy and practice of unlawful time rounding. That is, the Employer did not pay Claimant and other aggrieved employees precisely for all hours worked. Instead, it rounded his and other aggrieved employees' hours worked to the nearest quarter of an hour, which over time, unlawfully favored the Employer and resulted in time lost to the employees, including Claimant. This rounding policy was not neutral on its face or in application, and resulted in a cumulative loss of time to the employees. The Employer had the ability to pay for the precise hours worked, but opted instead to utilize the rounding policy with no apparent benefit other than to benefit the Employer and deprive employees of payment for all hours worked. Strict rules regarding punctuality and rules favoring meal periods of less than thirty minutes further affected the rounding policy to result in more favorable results to the Employer. As a result, Claimant and other employees were not paid all minimum and regular wages for all hours worked. When the employees worked overtime, the rounding policy also resulted in the failure to pay all overtime wages for all overtime hours worked.

The Employer subjected all aggrieved employees to policies and practices which failed to provide compliant meal and rest periods. The Employer did not maintain a legally compliant meal and rest period policy applicable to Claimant and other aggrieved employees. Claimant and other aggrieved employees were not authorized and permitted to take all lawful rest and meal periods.

Claimant and other aggrieved employees were not provided an opportunity for each shift to take off-duty, timely, uninterrupted meal periods lasting at least 30 minutes. If they were provided a "meal period," Claimant and other aggrieved employees' meal periods were on-duty, late, interrupted, and/or shorter than thirty minutes. Claimant and other aggrieved employees were not always provided timely meal periods of at least thirty minutes because they were required to complete all duties before taking any breaks. For example, if an employee was servicing a client, he or she were not permitted to stop their assignment during their service call to take a meal or rest period. As a result, the demands of the job and customer needs forced employees to take late meal periods, skip their meal periods, or take meal periods which were less than thirty minutes and/or not off duty. For the same reasons, Claimant and other aggrieved employees were not provided an opportunity to take a second uninterrupted, off-duty, thirty-minute meal period on shifts lasting more than 10 hours. Even though Claimant and other aggrieved employees were unable to take compliant meal periods, the Employer never paid one hour of wages at a regular rate of pay for non-compliant meal periods, as required by Labor Code section 226.7 and Section 11 of the applicable IWC Wage Order. Indeed, Claimant at times reported to his manager of his inability to

take meal periods. His manager responded by instructing Claimant to nevertheless edit his own time sheet or the manager would auto-deducted his time, and/or unilaterally edited Claimant's time records. This resulted in a failure to pay the applicable minimum and/or overtime wage. Claimant believes this practice extended to other employees as well.

Claimant and other aggrieved employees were not informed of their right to take rest periods and they were not authorized or permitted to take off-duty rest periods of at least 10 minutes for every four hours or major fraction thereof worked. The Employer never paid one hour of wages at a regular rate of pay for non-compliant rest periods, as required by Labor Code section 226.7 and Section 12 of the applicable IWC Wage Order.

Furthermore, the Employer failed to provide sick pay at the proper accrual rates as required by Cal. Labor Code section 246, nor did it pay the sick pay the correct regular rate of pay as required by law.

The Employer further failed to pay all vacation wages. The Employer did not pay all vacation wages earned and vested pursuant to their policy at termination of employment. As a result, the Employer failed to pay all vacation wages.

Furthermore, the Employer failed to record (and maintain records) reflecting when the employees begin and end each work period, including meal periods. The Employer further failed to record the total hours worked. Indeed, the Employer often manipulated and falsified time records to reflect the beginning and ending of meal periods which were not correct and not based in fact.

During the relevant time period, the Employer failed to provide reimbursement for all reasonable costs and expenses incurred by aggrieved employees in direct consequence to their job duties. The Employer failed to maintain an adequate reimbursement policy and further failed to inform aggrieved employees of their right to seek reimbursement for all costs and expenses.

Claimant and other aggrieved employees were required to use their personal cell phones and vehicles in the discharge of their duties for the Employer without receiving all proper reimbursement. Claimant and other aggrieved employees were required to drive their personal vehicles to and from customer's locations, incurring mileage expenses. However, Claimant and other aggrieved employees were not reimbursed for all mileage, and/or were not reimbursed at the legally required rates. Claimant and other employees often requested documentation substantiating what they were reimbursed for, but these requests were ignored.

Claimant and other aggrieved employees were also required to use their personal cell phone for business calls and messaging and other work-related communications. The Employer did not reimburse Claimant and other aggrieved employees for these necessary expenditures incurred in the direct consequence of the discharge of their duties in violation of California law.

The Employer failed to provide accurate wage statements to Claimant and other aggrieved employees. The paystubs provided to Claimant and other aggrieved employees did not contain all accurate information as required by Labor Code section 226(a). Because, as described above, the Employer failed to pay all minimum, regular, overtime, and vacation wages, and all meal and rest

premium wages, it failed to accurately set forth the total gross wages earned, net wages earned, total hours worked, and all applicable hourly rates and the corresponding number of hours worked at each rate.

Additionally, separate and independent from the claims for derivate violations of Labor code section 226, the wage statements were non-compliant and did not contain all the necessary information because they did not state the full name of the Employer. They only stated “Wiline Networks,” instead of the full name, “Wiline Networks, Inc.”

During his employment, Claimant was not paid all wages within the time set forth in Labor Code section 204 due to the failure to pay all minimum, regular, and overtime wages, and all meal and rest period premium wages as described herein.

Additionally, and independent from the claims described above, during Claimant’s employment, the Employer failed to pay all wages timely pursuant to the time frames set forth in Cal. Labor Code sections 204(a) or (d). Specifically, payment of wages always occurred more than 7 days after the close of the pay period as well as after the days set forth in Section 204(a).

Additionally, the Employer failed to pay Claimant and aggrieved employees within the time required because it did not pay all wages earned as set forth herein. Claimant is informed and believes that the Employer has no policy and/or practice to comply with Labor Code sections 201, 202, and 203 as to all separated employees in California by timely paying final wages and paying waiting time penalty wages when failing to timely pay final wages. On information and belief, Claimant maintains that the Employer maintained a regular practice of failing to pay separated employees within the time requirements of Labor Code sections 201- 202. Even if it did provide employees with the final pay check within the time frame required, it nevertheless failed to pay timely because it did not pay all wages earned as set forth herein. As a result, the Employer is liable for civil penalties for its violation of Sections 201 and 202.

The Employer also did not pay a day’s wages for every day final pay was not paid through the date final wages were paid, as required by Labor Code section 203. Thus, aggrieved employees are owed civil penalties due to the Employer’s violation of Cal. Labor Code section 203.

Additionally, the Employer improperly required Claimant and other aggrieved employees to sign a release and/or severance agreement in order to receive their final pay.

The Employer further knowingly required aggrieved employees to sign agreements containing unlawful terms, including terms purporting to broadly assign rights to inventions to the Employer, to unlawfully restrict their rights to seek gainful employment, to waive their right to initiate representative actions, and to agree to release all claims in order to receive their final wages. The Employer knew these terms were unlawful, but nevertheless required aggrieved employees to sign agreements containing these terms.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code §§ 510, 1194, 1197, 1197.1, and 1198, and the “Minimum Wages” and “Hours and Days of Work” Sections of the Applicable Wage Order)

The Employer failed to pay all minimum, regular, and overtime wages required by law.

Labor Code section 510 provides in pertinent part: “Eight hours of labor constitutes a day’s work. Any work in excess of 8 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

Labor Code section 1197 states: “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.”

Labor Code section 1198 states: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Pursuant to the “Minimum Wages” and “Hours & Days of Work” Sections of the applicable Wage Order, an employer may not pay employees less than the applicable minimum wage for all hours worked, and provides that an employer may not pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

Pursuant to the “Reporting Time Pay” section of the applicable Wage Order, “Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

As set forth in detail above, the Employer violated Labor Code sections 510, 1197, and 1198, and the “Minimum Wages” and “Hours and Days of Work” Sections of the Applicable Wage Order because it did not pay Claimant and other aggrieved employees all minimum, regular, and overtime wages for all hours worked.

FAILURE TO PROVIDE MEAL AND REST PERIODS

(Labor Code §§ 226.2, 226.7, 512(a), and 1198, and the “Meal Periods” and “Rest Periods” Sections 11 and 12 of the Applicable Wage Order)

As set forth herein, Claimant and other aggrieved employees were not provided with compliant meal and rest periods, nor were they provided with meal and rest premiums due to them under the law.

Labor Code section 226.7(c) states: “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the

Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided." Consequently, Claimant is entitled to receive a one-hour wage premium for each day a compliant meal period was not provided and a one-hour wage premium for each day a compliant rest period was not provided. Claimant intends to pursue all remedies, including recovery of wages, interest, attorney's fees and costs, and penalties to the extent allowed by law.

Labor Code section 512(a) states: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

Labor Code section 226.7(b) states: "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

Labor Code section 1198 states: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Pursuant to the "Meal Period" Section of the applicable IWC Wage Order, no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period will be waived by mutual consent of the employer and the employee. If an employer fails to provide an employee a meal period in accordance with the applicable provision of the order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

Pursuant to the "Rest Period" Section of the applicable Wage Order, every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. If an employer fails to provide an employee a rest period in accordance with the applicable provision of the order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation of each workday that the rest period is not provided.

As set forth above, the Employer denied Claimant and employees meal and rest periods due to them under the law. Consequently, the Employer must pay one hour of wages for each day a proper meal period was not properly provided and one hour of wages for each day a rest period

was not properly provided. This applies to Claimant and all other aggrieved employees who were not provided with legally compliant meal periods and rest breaks.

FAILURE TO PAY ALL VACATION WAGES
(Labor Code §§ 218.5, 218.6, 227.3, and 2698, *et seq.*)

California Labor Code section 227.3 states, in pertinent part: “Whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness.”

The Employer did not pay its aggrieved employees all appropriate vacation wages pursuant to its policies and as required by California Labor Code.

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
(Labor Code §§ 246(i), 226(a), 226.3, 1198, and 2699, and the
“Records” Section of the Applicable Wage Order)

Labor Code section 226(a) states in pertinent part: “An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer. . .; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee... and if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. ”

Furthermore, Labor Code section 226(e)(2)(A) states: “An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.”

Labor Code section 226.3 imposes an additional civil penalty on the employer of \$250.00 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000.00 per employee for each violation in a subsequent citation. In addition, Labor Code section 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not

exceeding an aggregate penalty of \$4,000, and Claimant is entitled to an award of costs and reasonable attorney's fees.

Labor Code section 246(i) further requires that an employer provide employees written notice setting forth the amount of paid sick leave available either on an employee's wage statement pursuant to Section 226 or in a separate writing on the designated pay date.

The Employer failed to provide Claimant with an accurate, timely itemized wage statement complying with the requirements of the Labor Code and applicable IWC Wage Order. Claimant will pursue all remedies, including recovery of wages, interest, attorneys' fees and costs, penalties and those provided by the PAGA, to the extent allowed by law, on behalf of himself and other aggrieved employees of the Employer.

FAILURE TO PROVIDE PAID SICK LEAVE
(Labor Code §§ 246, 248.5)

Labor Code section 246 grants the right to employees to paid sick days. Specifically, Cal. Labor Code section 246(b) states that:

(1) An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section.

(2) An employee who is exempt from overtime requirements as an administrative, executive, or professional employee under a wage order of the Industrial Welfare Commission is deemed to work 40 hours per workweek for the purposes of this section, unless the employee's normal workweek is less than 40 hours, in which case the employee shall accrue paid sick days based upon that normal workweek.

(3) An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period.

(4) An employer may satisfy the accrual requirements of this section by providing not less than 24 hours or three days of paid sick leave that is available to the employee to use by the completion of his or her 120th calendar day of employment.

Section 246 (l) requires that paid sick time be calculated at the regular rate of pay for the workweek in which the employee uses the paid sick time. Labor Code section 246(i) further requires that an employer provide employees written notice setting forth the amount of paid sick leave available either on an employee's wage statement pursuant to Section 226 or in a separate writing on the designated pay date.

The Employer violated Cal. Labor Code section 246 because it did not provide sick pay to aggrieved employees at the correct regular rate of pay, nor did it provide them written notice of

their paid sick leave available.

**FAILURE TO TIMELY PAY WAGES DUE DURING
AND UPON TERMINATION OF EMPLOYMENT**

(Labor Code §§ 201, 201.3, 202, 203, 204, 256, 1198, and 2699, and the “Minimum Wages”
Section of the Applicable Wage Order)

Labor Code section 204(a) states, in pertinent part: “All wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Section 204(d) states, “The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” The “Minimum Wages” Section of the applicable Wage Order further states “every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period.”

Labor Code section 201 states: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202 states “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203(a) states, in relevant part: “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secludes or absents himself or herself to avoid payment to his or her, or who refuses to receive the payment when fully tendered to his or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment.”

Labor Code section 210(a) provides: “(a) In addition to, *and entirely independent and apart from, any other penalty provided in this article*, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” [Emphasis added.]

Labor Code section 256 states: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days pay as waiting time under the terms of Section 203.”

The Employer failed to timely pay Claimant and aggrieved employees all wages due and owing during and upon termination of employment. The Employer willfully failed to pay all wages and penalties when required by Sections 201, 201.3, 202, and 204 of the Labor Code. Therefore, the penalties to all affected employees, including Claimant.

FAILURE TO REIMBURSE EXPENSES
(Labor Code §§ 2802 and 2804)

California Labor Code section 2802(a) states: “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

Labor Code section 2802(b) states: “All awards made by a Court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.” The exact amount of interest is in an amount to be proven at time of trial.

Furthermore, Labor Code section 2802(c) states: “For the purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee in enforcing the rights granted by this section.”

“Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.” Cal. Labor Code § 2804.

The Employer failed to fulfill these obligations when it failed to reimburse Claimant and other aggrieved employees for all costs and expenses they incurred while working for the Employer, including but not limited to cell phone and internet costs, and mileage.

UNLAWFUL RELEASE
(Labor Code § 206.5)

Labor Code sections 206.5 states:

(a) An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

(b) For purposes of this section, execution of a release includes requiring an employee, as a condition of being paid, to execute a statement of the hours he or she worked during a pay period which the employer knows to be false.

As set forth herein, the Employer violated Cal. Labor Code sections 206.5(a) and (b), when it required employees to sign a release in order to receive their final wages. Additionally, the Employer also required Claimant and other employees to attest to receiving meal periods in order to receive their paychecks during their employment even if he or she did not receive their meal periods. As a result, the Employer violated Section 206.5 of the labor code.

UNLAWFUL AGREEMENTS
(Labor Code §§ 96(k), 98.6, and 432.5)

Labor Code section 432.5 states: “No employer, agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree in writing, to any term or condition, which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.”

The Employer further required Claimant and other current and former employees to agree in writing to an inventions assignment agreement, release agreements, non-solicitation agreements and an arbitration agreement, all of which it knew was unlawful. Claimant will pursue all remedies, including recovery of wages, interest, attorney’s fees and costs, penalties and those provided by PAGA, to the extent allowed by law, on behalf of himself and other aggrieved employees of the Employer.

**CIVIL PENALTIES FOR VIOLATION OF
THE LABOR CODE AND IWC WAGE ORDERS**
(Labor Code §§ 558, 558.1, and 1197.1)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 558.1(a) states: “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

Labor Code section 1197.1 states that any employer or other person acting either individually or as an officer, agent or employee of another person, which pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of \$100 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and \$250 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, the Employer violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 510, 1197, and 1198, and caused the employees to be paid less than the minimum set by the IWC Wage Order. As a result, the Employer is liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1.

As set forth above, WiLine Networks, Inc. was the employer, or other person acting on behalf the employer, and violated, or caused to be violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 203, 226, 226.7, 1194, 2802, 510, 512, 1197, and 1198, and caused the employees to be paid less than the minimum set by the IWC Wage Order. As a result, the Employer is liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1.

DUTIES OF EMPLOYER

(Labor Code §§ 246(i), 1174, 1174.5, 2810.5, 2751, and 1198 and § 7 of the Applicable IWC Wage Order)

Labor Code section 1174 describes certain duties of every employer in this state. Subsection (d) of this labor code section requires that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked. The Employer violated this requirement by its failure to accurately record employee hours worked and/or paid. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d). Furthermore, Claimant and all other current and former employees are entitled to collect 25% of the penalty imposed pursuant to Section 2699.

Labor Code section 2810.5 further requires an employer to provide to each employee a written notice containing certain information, including rates of pay, meal or lodging allowances, designated payday, name of employer, physical address of employer's main office or principal place of business, contact information of the employer, and worker's compensation carrier contact information. The Employer entirely failed to comply with this requirement.

Labor Code section 2751 further requires that an employer provide its commissioned employees with a written agreement detailing how their commissions will be calculated and paid. The employers must also provide a copy of all commission agreements and obtain from each employee a signed receipt.

Labor Code section 246(i) states: "An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

The Employer violated Sections 1174, 246, 2810.5, and 2751 by failing to maintain time records and failing to provide the requisite notices.

ATTORNEY'S FEES, COSTS, INTEREST AND PENALTIES

(Labor Code §§ 218.6, 226(e), 1194, 1194.2, 2699, *et seq.*, and 2802)

Labor Code sections 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.* give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular

wages, overtime compensation, vacation wages, reimbursements, damages, liquidated damages and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code section 2699, *et seq.*, aggrieved employees are entitled to collect 25% of the penalty assessment and 100% of the underpaid wages. Accordingly, WiLine Networks, Inc. is liable for these items in addition to the unpaid wages and reimbursements. Prince Banzouzi Malgha has already incurred in actual damages, costs and attorney's fees and will continue to incur costs as a result of WiLine Networks, Inc.'s unlawful actions.

CONCLUSION

The Employer violated labor code sections as set forth herein. Claimant will pursue all remedies on behalf of himself and other aggrieved employees, including recovery of attorney's fees, costs, damages and penalties to the extent allowed by law. The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional claims, he reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in the complaint for damages. Should you have any questions, please feel free to contact me at your convenience.

Sincerely,
COHELAN KHOURY & SINGER



Kristina De La Rosa, Esq.

/kdlr

cc:

Via First Class Mail

Richard Neely, Esq.

NEELY & CALLAGHAN

159 Summers Street

Charleston, WV 25301

Amber Worden

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Tuesday, September 1, 2020 4:53 PM
To: Amber Worden
Subject: [External] Thank you for submission of your PAGA Case.

9/1/2020

LWDA Case No. LWDA-CM-804767-20
Law Firm : Cohelan Khoury & Singer
Plaintiff Name : Prince Banzouzi Malgha
Employer: WiLine Network, Inc.

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://urldefense.proofpoint.com/v2/url?u=http-3A__labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwICAw&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=1sYpYEGF76QN6w9hehxsqElpMNt5gOV6_IRPmxDj0Ew&m=ysoReO7QywWoAySSu6QubufNYsu1NM7ZrTTUehdCMag&s=-Xy8yQsAJotgV4hlqdv9O1-w8lvXIFWJQHZAzz7H3q8&e=

EXHIBIT 4

SUMMARY OF TIME AND COSTS
Banzouzi Malgha v. Wiline Networks Inc.
San Mateo Superior Court Case No. 20-CIV-04862

Total Attorneys' Hours: **238.9**
Total Lodestar Fees: **\$129,117.00**
Total Costs: **\$15,602.89**

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Founding Partner	1974	16.3	\$900	\$14,670.00
Michael D. Singer, Managing Partner	1984	19	\$900	\$17,100.00
Marta Manus, Associate	2008	12.4	\$550	\$6,820.00
Kristina De La Rosa (Former Associate)	2011	174.8	\$500	\$87,400.00
Amber Worden, Certified Paralegal	N/A	11.3	\$200	\$2,260.00
Matthew Atlas, Paralegal	N/A	5.1	\$170	\$867.00
TOTAL:		238.9		\$129,117.00

Total Aggregate Hours: 238.9	Total Lodestar: \$129,117.00
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LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$15,602.89
TOTAL COSTS	\$15,602.89

EXHIBIT 5

EXHIBIT 5-A

ATTORNEY TIME

ISAM C. KHOURY

Banzouzi Malgha v. Wiline Networks Inc.
San Mateo Superior Court Case No. 20-CIV-04862
Attorney Time – Isam C. Khoury

Date	Activity	Time
6/2/20	Review correspondence from defense atty	0.4
6/3/20	W/KDL re defense letter and response	0.4
7/16/20	Review client employment file, KDLR follow up re time records, email discussion w/ KDLR	0.8
9/7/20	Client follow-up interview	0.3
9/10/20	Status update re defense position	0.3
10/23/20	Status update on defense position, and other case filing and analysis from KDLR	0.5
11/6/20	Status update on filing and venue issues	0.3
12/10/20	Discussion re related case and atty	0.2
12/18/20	Update on JPA	0.2
12/21/20	File review .2	0.2
2/18/21	Update on defense atty death and extension	0.3
6/11/21	Review response to 998 offer and discuss research w/ KDLR	0.5
8/18/21	Review M&C letter and discuss	0.3
9/9/21	Review M&C letter and update on discovery issues	0.5
10/6/21	Update on Privacy notice and protective order finalization	0.3
10/7/21	Confer re belaire west issue and mtc data re aggrieved employees	0.5
10/11/21	Update on Belaire and discovery issues and defense response	0.5
1/3/22	Status update on M&C review letter MTC depo	0.4
3/28/22	Mediation prep discussion and data provided	0.6
4/19/22	Discuss damage analysis w/ consultant	0.3
7/12/22	Update on negotiations for increase w/KDLR	0.3
8/3/22	Work on drafting P&As and discuss w/defense atty updated data needs	1.4
8/5/22	Continue drafting Prelim documents	1
8/8/22	Continue drafting PAGA settlement docs	1.5
8/9/22	Continue drafting Settlement agreement	1
9/21/22	Call w/client and email to defense re: settlement documentation and Viking River	1.3
9/30/22	Forward redline settlement agreement to defense	0.2
12/17/22	Work on individual settlement and PAGA motion	1.0
12/22/22	Call with defense rerelease period and amendment to settlement agreement w/MM	0.6
1/3/23	Follow up on settlement funding	0.2
	Total	16.3

EXHIBIT 5-B

ATTORNEY TIME

MICHAEL D. SINGER

Banzouzi Malgha v. Wiline Networks Inc.
San Mateo Superior Court Case No. 20-CIV-04862
Attorney Time – Michael D. Singer

Date	Activity	Time
12/10/20	Research re related case	0.5
3/19/21	Status review	0.5
4/5/21	Status review	0.5
6/15/21	Status review	0.5
2/2/22	Confer w ICK re litigation plan .2; email re hearing .1	0.3
2/14/22	Analysis re mediation	1.0
6/14/22	Confer re liability exposure .3; analysis of claims re mediation 1.5	1.8
6/16/22	Mediation prep	2.5
6/20/22	Mediation prep	3.0
6/22/22	Analysis of damage model for mediation .7; review mediation brief .5	1.2
6/23/22	Prepare for mediation .5; mediation 6.2	6.7
8/1/22	Status review	0.5
	Total	19.0

EXHIBIT 5-C

ATTORNEY TIME

MARTA MANUS

Banzouzi Malgha v. Wiline Networks Inc.
San Mateo Superior Court Case No. 20-CIV-04862
Attorney Time – Marta Manus

Date	Activity	Time
8/04/22	Review case status	0.5
10/05/22	Email correspondence with OPC Kislik re settlement	0.1
12/22/22	Confer with ISK re: status	0.2
12/22/22	Teleconference w/ OPC Kislik	0.3
12/22/22	Email correspondence with OPC Kislik	0.2
12/22/22	Draft addendum to settlement agreement	0.8
12/23/22	Email w/ OPC Kislik re addendum to SA	0.3
1/12/23	Draft motion for settlement approval	3.0
1/13/23	Draft motion for settlement approval	4.0
1/17/23	Draft motion for settlement approval	2.0
1/24/23	Revise draft of motion for settlement approval; email with OPC Kislik re revisions	1.0
	Total	12.4

EXHIBIT 5-D

ATTORNEY TIME

KRISTINA DE LA ROSA

Banzouzi Malgha v. Wiline Networks Inc.
San Mateo Superior Court Case No. 20-CIV-04862
Attorney Time – Kristina De La Rosa

Date	Activity	Time
9/3/20	Review calendar and case deadlines	0.1
5/12/20	Draft retainer k and records form and send to client	0.4
5/20/20	TC with witness	0.2
5/22/20	EEMs with paralegal re status of case (.1); TC from potential witness (.1); Draft memo re TC with witness (.2)	0.4
5/28/20	Review signed docs from client (.1); EEMS with Aw re 226 request and authorization for same (.1)	0.2
6/3/20	Review arb agreement (.3); Draft letter to OPC re same (.2)	0.5
6/25/20	Review status of the case and upcoming deadlines	0.1
7/13/20	FU on 226	0.2
7/14/20	Respond to 226 request email from OPC	0.2
7/15/20	Briefly review 226 production (.2); Draft email to OPC re production of tiem records (.1)	0.3
7/16/20	Review email re production of time records	0.1
7/22/20	Review case status and ddls	0.1
8/10/20	Review status of ddls	0.1
8/25/20	Review recent law re FFCRCA	0.2
8/28/20	Review status of case and upcoming ddls	0.1
8/30/20	Begin reviewing PF file	0.5
8/31/20	Continue reviewing PF file in preparation of LWDA letter (.3); Draft LWDA letter (.8)	1.1
9/1/20	Finalize LWDA letter	0.5
9/8/20	TC with OPC re status of claims (.4); Draft confirming email to OPC re same (.2)	0.6
9/9/20	Review IM email from Wiline's OPC	0.1
9/10/20	Review and respond to IM email from MDS re status of case (.2); Review time and paystubs in connection to 206.5 and 203 claim (.3); Draft email to client re same (.2)	0.7
9/14/20	Review calendar and upcoming deadlines	0.1
9/18/20	Review calendar and upcoming deadlines (.1); Review ESI and catalyst letter (.2)	0.3
9/23/20	Review calendar and upcoming deadlines (.1); Review ESI and catalyst letter (.2)	0.3
10/6/20	Review case data	0.1
10/17/20	Review case deadlines	0.1

Banzouzi Malgha v. Wiline Networks Inc.
San Mateo Superior Court Case No. 20-CIV-04862
Attorney Time – Kristina De La Rosa

10/22/20	Review PAGA data base for related cases (.2); Review real complaint against Wiline (.3); Draft memo to team re related case (.2)	0.7
10/23/20	Review related case complaint (.2); Draft memo to team re comparison of same (.3)	0.5
10/27/20	Review upcoming ddls	0.1
10/29/20	Eems with client re potential venue (.2); Research venue rules (.2); Begin drafting complaint (1.0)	1.4
11/6/20	Edit complaint, review venue	0.5
11/13/20	Review calendar and deadlines	0.1
11/13/20	Review judicial assignment	0.2
12/1/20	FU with Aw re service of complaint	0.1
12/10/20	Review case status, including IM emails, upcoming deadlines and prepare case strategy with respect to same	0.2
12/17/20	Discuss status of CMC	0.1
12/23/20	Review status of case and deadlines	0.1
11/6/20	Review calendar and deadlines	0.1
1/6/21	FU with MDS re status of case	0.1
1/7/21	Review case status and ddls (.1); respond to MDS re qs re case (.2)	0.3
1/11/21	Respond to MDS re consolidating claims	0.2
1/11/21	Review case status and deadlines	0.1
1/15/21	FU with OPC re status of answer	0.2
1/20/21	Review case status and deadlines (.1); Research related case and email Defense counsel re status of representation (.4)	0.5
1/30/21	Review case status and deadlines	0.1
2/1/21	Draft letter re status of responsive pleading	0.3
2/16/21	Discuss case strategy with team	0.4
2/17/21	Respond to Aw re status of mail	0.1
2/17/21	Review case status	0.1
2/24/21	Review status of case	0.1
3/1/21	Review status of representation of case	0.1
3/2/21	Review and edit CMC statement (.2); Gather correspondence from previous counsel for production (.4)	0.6
3/4/21	Review ddls in case (.1); TC to client re case status (.1)	0.2
3/10/21	Review status of case and CMC	0.1
3/24/21	Finalize discovery (.5); Review calendar and upcoming dates (.2)	0.7
3/29/21	TC to new client re depo date (.2); Draft email and note re same (.2)	0.4

Banzouzi Malgha v. Wiline Networks Inc.
San Mateo Superior Court Case No. 20-CIV-04862
Attorney Time – Kristina De La Rosa

4/2/21	Review status of case and calendar and upcoming ddls	0.1
4/7/21	Respond to OPC re depo dates (.05); Review status of case (.05)	0.1
4/22/21	TC with client re discovery (.3); Draft memo re discovery to client (.2) Research status of case (1.0)	1.5
4/29/21	Review status of case	0.1
5/4/21	Review case status and deadlines	0.2
5/10/21	FU with Client re depo responses	0.7
5/11/21	Request extension of MTC ddl from OPC (.1); eems with client re same (.1)	0.2
5/12/21	Review status of 998 offer	0.2
5/14/21	Discuss discovery responses with client	0.7
5/18/21	review status of case and deadlines	0.1
5/24/21	Research case law re discovery of corporate communications	1.0
5/25/21	Review status of case and deadlines	0.1
5/26/21	Draft discovery responses and objections to Gen. Form Rogs and RPDS (4.7); Analyze final pay claim in relationship to release (.5); Draft email to OPC re request to discuss case (.2)	5.9
5/28/21	Draft Discovery responses to Employment Form Rogs (1.0); Draft meet and confer letter (3.5)	4.5
6/1/21	Draft responses to Gen. Frogs and RFAS (2.5); Draft responses to RPDS and SROGS (2.5); Finalize same and send to client for review (.5); Begin gather documents for production (.5)	6.0
6/4/21	Eems with paralegal re status of discovery responses (.2); Review 998 offer and research ethics in relation to same (1.0); Discuss same with ICK (.2); Attend zoom conference with OPC (.4); Draft memo re same (.2)	2.0
6/11/21	Draft response to 998 letter	1.5
6/17/21	Review IM email from OPC re discovery responses (.2); Research cases re felony convictions and proof required for aggrieved status (.4); Draft response letter (1.2)	1.8
6/18/21	Review case ddls	0.1
6/18/21	Review case ddls	0.1
6/30/21	Draft and finalize suppl. responses to discovery (4.5); TC with client (.5); Edit responses (.5)	5.5
7/1/21	Discuss status of discovery with AW (.1); Review upcoming ddls	0.2
7/6/21	FU with OPC re status of MTC (.2); Consider case strategy re discovery responses and MTC	0.4
7/22/21	Review status of case and upcoming deadlines	0.1
7/23/21	Briefly review IM letter	0.1

Banzouzi Malgha v. Wiline Networks Inc.
San Mateo Superior Court Case No. 20-CIV-04862
Attorney Time – Kristina De La Rosa

7/25/21	EEMs with OPC re status of MTC deadlines (.2); Review IDC rules re same (.2)	0.4
7/27/21	Confirm MTC ddl with OPC	0.2
8/3/21	Review case and upcoming deadlines	0.1
8/10/21	Respond to email from OPC re 998 offer	0.2
8/11/21	Review emails concerning 998 offer (.2); Review 998 letter (.1)	0.3
8/13/21	Draft M/C letter	2.0
8/16/21	Edit m/C letter	1.8
8/17/21	Review status of case (.1); Draft case update for CMC to RK (.4)	0.5
8/18/21	Edit BW (.4); Edit PO (.4); Finalize meet and confer letter (.5)	1.7
8/19/21	TC and email to client re status of case (.2); Response to email (.1)	0.3
8/20/21	Review calendar and upcoming items due	0.2
9/9/21	Finalize m/c letter (1.3); Eems with OPC re m/c and MTC deadline (.2)	1.5
9/13/21	EEMs re depo dates	0.2
10/5/21	TC with client re depo prep (.1); Edit PO and review discovery responses (1.0)	1.1
10/7/21	Draft memo re discovery dispute (.5); Discuss same with ICK (.5)	1.0
10/8/21	Analyze case strategy	0.3
10/11/21	Draft summer of info for IDC (.5); Discuss same with IK (.2); Continue to eems re final issues for resolution (.8); Review IM email re status of BW notice	1.6
10/12/21	Prepare client for depo	1.0
10/12/21	Eems with re BW notice costs	0.2
10/14/21	Prepare client for depo	0.8
10/15/21	Discuss status of case with AW	0.1
10/19/21	Review NOD and edit same (.3); Engage in discovery strategy analysis (1.3)	1.6
10/20/21	Continue analyzing discovery needed (2.0); Continue drafting RFAS, SPROGS, RPDS, PMQ NOD and depo of JX (2.3)	4.3
10/22/21	Draft email to Client re disc and depositions (.2); Review second sets of discovery (.5)	0.7
10/23/21	Finalize NOD, RFA1, RPD 1, and SROG 2(1.0); Prepare outline for depo prep (1.1); TC with client in preparation o depo (.7)	2.8
10/24/21	TC to client re depo prep	0.2
10/27/21	Prepare and conduct mediation	5.0

Banzouzi Malgha v. Wiline Networks Inc.
San Mateo Superior Court Case No. 20-CIV-04862
Attorney Time – Kristina De La Rosa

11/2/21	FU status of case	0.2
11/2/21	Review status of discovery in cases	0.2
11/9/21	Discuss strategy on 998 offers in deposition and future depositions	1.2
11/12/21	Review status of discovery deadlines and responses	0.4
11/15/21	Draft PMQ depo (.9); Draft cover letter re same (.5)	1.4
11/16/21	Finalize PMQ notice	1.5
11/17/21	Respond to client inquiry	0.2
11/29/21	Review status of case and upcoming deadlines and case strategy	0.4
11/29/21	Respond to OPC re discover ext. deadline (.1); Review case status and recent action in case (.1)	0.2
12/7/21	Review case strategy and upcoming deadlines	0.2
12/15/21	FU with OPC re IDC	0.2
12/18/21	Review status of case and case strategy	0.1
12/21/21	Discuss depo transcript with client	0.2
12/21/21	Review status of deadlines and dates	0.3
12/22/21	Review depo transcript and prepare errata sheet (2.0); Revise CMC statement (.3)	2.3
12/24/21	Draft email to OPC re MTC deadlines (.2); Continue drafting MTC letter (2.0)	2.2
3/19/21	Attend CMC (1.0); Draft initial discovery (1.0)	2.0
7/9/21	FU re case deadlines	0.1
9/3/21	Draft 998 response	0.5
10/6/21	Review case status and upcoming deadlines	0.2
12/8/21	Review status report for BW notice	0.1
12/23/21	Review discovery responses and begin drafting M/C letter (2.8); Respond to OPC re IDC (.1); Respond to client re status of case (.1)	3.0
1/3/2022	Draft meet and confer letter	2.0
1/11/22	Respond to OPC (.2); Research questions of settlement at deposition (1.5); Review authority cited by OPC (1.0)	1.3
1/19/22	Review status of case and upcoming deadlines	0.2
1/17/22	Eems with RK re "ceasing operations"	0.2
1/21/22	Research cases ISO IDC depo objection	1.5
1/21/22	Draft IDC statement	2.0
1/23/22	Prepare PMQ outline	3.0
1/24/22	Draft IDC statement	6.5
1/25/22	Finalize IDC statement (.5); Prepare for PMQ depo (6.5)	7.0
1/26/22	Finalize preparation for wiline depo (2.5); Conduct PMQ depo (7.5)	10.0
1/26/22	Draft memo re PMQ depo	0.5

Banzouzi Malgha v. Wiline Networks Inc.
San Mateo Superior Court Case No. 20-CIV-04862
Attorney Time – Kristina De La Rosa

1/27/22	Review case strategy and upcoming deadlines	0.2
2/1/22	Discuss case status with JH	0.4
2/16/22	Review status of mediation and research potential mediators (1.2); Eems with team re same (.1)	1.3
2/16/22	Draft email to OPC re mediation options	0.2
2/21/22	Review status of MTC ddls (.2); Draft email to OPC re same (.2)	0.4
2/22/22	Review stip to continue CMC (.1); Discuss MTC ddls with team (.1)	0.2
2/24/22	Respond to AW re stip to continue CMC and review same	0.2
3/1/22	Finish summary of case and discuss same with team	0.4
3/2/22	Review upcoming case strategy and ddls (.4); Continue drafting case summary (.1)	0.5
3/3/22	Draft M/C re discovery	0.2
3/21/22	Review case status (.3); Draft email to OPC re status of case (.2)	0.5
3/24/22	Review IM email re mediation	0.1
3/25/22	Review and create memo re status of discovery, MTC status and additional docs needed form mediation	2.0
3/28/22	Review discovery for both normal and formal discovery analysis (1.0); Review discovery to determine what is needed for mediation (1.5); Draft email to OPC re same (.3); Draft email to mediator re damage analysis needed (.3)	3.1
4/11/22	Draft med. Brief	2.0
4/12/22	Draft FU email re mediation docs (.2); Discuss same with BB (.1)	0.3
4/13/22	Draft mediation brief	3.3
4/14/22	Respond to OPC re mediation	0.1
4/29/22	Review history of discovery and request extension of deadlines	0.1
5/6/22	Briefly review upcoming ddls	0.1
5/12/22	Review status of MTCddl to Sprogs Set 1 (.2); Draft request for ext. to OPC (.1)	0.3
5/16/22	Review status of case and email OPC re status of discovery	0.2
5/23/22	Review IM case re ability to collect 203 and 226	0.4
5/25/22	Review status of case	0.1
5/27/22	Review status of case and TC from Client	0.1
5/31/22	Review upcoming dates (.1); FU with OPC re status of docs (.1)	0.2
6/6/22	FU with OPC re stats of docs	0.1

Banzouzi Malgha v. Wiline Networks Inc.
San Mateo Superior Court Case No. 20-CIV-04862
Attorney Time – Kristina De La Rosa

6/12/22	Review IM mediation docs	0.5
6/14/22	Review file re # of PPs and EEs (.2); Draft email to OPC re same (.2); Discuss scope of claims re same with team (.3); Draft email to expert re damages (.1)	0.8
6/15/22	Review SCOTUS opinion re PAGA claims	1.0
6/16/22	Draft email to mediator re status of briefs	0.1
6/17/22	Draft brief (1.0); TC with expert re same (.5)	3.2
6/19/22	Draft med. Brief	3.2
6/20/22	Finalize brief	1.0
6/22/22	Draft email to team re med. Brief (.1); Draft email to OPC Re same (.1); Prepare damage analysis (1.7); TC with mediator (.5)	2.4
6/23/22	Attend mediation	7.9
6/24/22	Revise MOU (.2); TC with client (.2)	0.4
6/28/22	FU on status of MOU	0.1
6/29/22	Review case deadlines	0.1
7/1/22	FU with OPC re MOU	0.1
7/6/22	Edit MOU (1.0); Eems with OPC re WWs (.2)	1.2
7/8/22	Review edits from OPC and send email re same	0.5
7/18/22	respond to q from OPC (.1); review disc. Ddls (.1)	0.2
7/20/22	Draft email to OPC re MTC deadlines (.2); Draft email to team re status of MOU sigs (.1); Finalize case summary	0.1
7/21/22	Draft Kullar notes	1.5
7/22/22	Review status of MOU	0.1
7/29/22	Draft Kullar notes (2.1); Draft case memo (.3); FU with status of PAGA size to OP (.1)	2.5
	Total	174.8

EXHIBIT 6

2014 NLJ Billing Survey

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Year	Firm Name	Location	Average FTE Attorneys	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Avg	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Avg	Counsel Avg	Counsel Low	Counsel High	NLJ Billing Source	Notes
2014	Adams and Reese	New Orleans, LA	318	\$700.00	\$305.00	\$420.00	\$315.00	\$220.00	\$270.00	\$500.00	\$425.00	\$575.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Akerman	Miami, FL	523	\$880.00	\$360.00	\$535.00	\$465.00	\$205.00	\$305.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Akin Gump Strauss Hauer & Feld	Washington, DC	809	\$1220.00	\$615.00	\$785.00	\$660.00	\$365.00	\$525.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Allen Matkins Leck Gamble Mallory & Natsis	Los Angeles, CA	181	\$680.00	\$525.00	\$615.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Alston & Bird	Atlanta, GA	789	\$875.00	\$495.00	\$675.00	\$575.00	\$280.00	\$425.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Andrews Kurth	Houston, TX	337	\$1090.00	\$745.00	\$890.00	\$1090.00	\$265.00	\$670.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Archer & Greiner	Haddonfield, NJ	194	\$460.00	\$330.00	\$400.00	\$295.00	\$200.00	\$245.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Arent Fox	Washington, DC	330	\$860.00	\$500.00	\$650.00	\$595.00	\$275.00	\$395.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Arnall Golden Gregory	Atlanta, GA	140	\$520.00	\$430.00	\$490.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Arnold & Porter	Washington, DC	720	\$950.00	\$670.00	\$815.00	\$610.00	\$345.00	\$500.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Arnstein & Lehr	Chicago, IL	144	\$595.00	\$350.00	\$465.00	\$350.00	\$175.00	\$250.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Baker & Hostetler	Cleveland, OH	798	\$670.00	\$275.00	\$449.00	\$350.00	\$210.00	\$272.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Baker & McKenzie	Chicago, IL	4087	\$1130.00	\$260.00	\$755.00	\$925.00	\$100.00	\$395.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis, TN	588	\$495.00	\$340.00	\$400.00	\$465.00	\$245.00	\$295.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ballard Spahr	Philadelphia, PA	483	\$650.00	\$395.00	\$475.00	\$495.00	\$235.00	\$315.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Barnes & Thornburg	Indianapolis, IN	522	\$580.00	\$330.00	\$480.00	\$370.00	\$260.00	\$320.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Benesch, Friedlander, Coplan & Aronoff	Cleveland, OH	150	\$635.00	\$360.00	\$455.00	\$475.00	\$155.00	\$280.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Best Best & Krieger	Riverside, CA	176	\$655.00	\$340.00	\$455.00	\$385.00	\$235.00	\$280.00	\$439.83	\$340.00	\$595.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Bingham McCutchen	Boston, MA	795	\$1080.00	\$220.00	\$795.00	\$605.00	\$185.00	\$450.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Blank Rome	Philadelphia, PA	447	\$940.00	\$445.00	\$640.00	\$565.00	\$175.00	\$350.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bond, Schoeneck & King	Syracuse, NY	198	\$520.00	\$240.00	\$355.00	\$310.00	\$160.00	\$225.00	\$360.00	\$275.00	\$485.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bowles Rice	Charleston, WV	140	\$285.00	\$165.00	\$230.00	\$180.00	\$115.00	\$135.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bracewell & Giuliani	Houston, TX	441	\$1125.00	\$575.00	\$760.00	\$700.00	\$275.00	\$440.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bradley Arant Boult Cummings	Birmingham, AL	413	\$605.00	\$325.00	\$430.00	\$340.00	\$200.00	\$260.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Broad and Cassel	Orlando, FL	150	\$465.00	\$295.00	\$380.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Brown Rudnick	Boston, MA	187	\$1045.00	\$650.00	\$856.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Brownstein Hyatt Farber Schreck	Denver, CO	214	\$700.00	\$310.00	\$520.00	\$345.00	\$265.00	\$305.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bryan Cave	St. Louis, MO	985	\$900.00	\$410.00	\$620.00	\$595.00	\$220.00	\$405.00	\$635.00	\$355.00	\$865.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Buchalter Nemer	Los Angeles, CA	139	\$695.00	\$475.00	\$605.00	\$375.00	\$350.00	\$365.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Burr & Forman	Birmingham, AL	261	\$525.00	\$300.00	\$371.00	\$275.00	\$200.00	\$241.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Butler Snow	Ridgeland, MS	280	\$335.00	\$235.00	\$302.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cadwalader, Wickersham & Taft	New York, NY	437	\$1050.00	\$800.00	\$930.00	\$750.00	\$395.00	\$605.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Carlton Fields	Tampa, FL	272	\$840.00	\$455.00	\$600.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cole, Schotz, Meisel, Forman & Leonard	Hackensack, NJ	118	\$730.00	\$590.00	\$653.00	\$340.00	\$275.00	\$302.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Connell Foley	Roseland, NJ	129	\$575.00	\$275.00	\$425.00	\$325.00	\$200.00	\$265.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cooley	Palo Alto, CA	673	\$990.00	\$660.00	\$820.00	\$640.00	\$335.00	\$515.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Covington & Burling	Washington, DC	760	\$890.00	\$605.00	\$780.00	\$565.00	\$320.00	\$415.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cozen O'Connor	Philadelphia, PA	495	\$1135.00	\$275.00	\$570.00	\$640.00	\$180.00	\$355.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Curtis, Mallet-Prevost, Colt & Mosle	New York, NY	323	\$860.00	\$730.00	\$800.00	\$785.00	\$345.00	\$480.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Davis Graham & Stubbs	Denver, CO	145	\$635.00	\$315.00	\$435.00	\$350.00	\$200.00	\$255.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Davis Polk & Wardwell	New York, NY	810	\$985.00	\$850.00	\$975.00	\$975.00	\$130.00	\$615.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Debevoise & Plimpton	New York, NY	595	\$1075.00	\$955.00	\$1055.00	\$760.00	\$120.00	\$490.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dechert	New York, NY	845	\$1095.00	\$670.00	\$900.00	\$735.00	\$395.00	\$530.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dentons	New York, NY	2503	\$1050.00	\$345.00	\$700.00	\$685.00	\$210.00	\$425.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dickstein Shapiro	Washington, DC	254	\$1250.00	\$590.00	\$750.00	\$585.00	\$310.00	\$475.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dinsmore & Shohl	Cincinnati, OH	415	\$850.00	\$250.00	\$411.00	\$365.00	\$160.00	\$238.00	\$360.00	\$150.00	\$615.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	DLA Piper	New York, NY	3962	\$1025.00	\$450.00	\$765.00	\$750.00	\$250.00	\$510.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dorsey & Whitney	Minneapolis, MN	501	\$585.00	\$340.00	\$435.00	\$510.00	\$215.00	\$315.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Duane Morris	Philadelphia, PA	613	\$960.00	\$415.00	\$589.00	\$585.00	\$280.00	\$373.00	\$638.00	\$460.00	\$1015.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Edwards Wildman Palmer	Boston, MA	540	\$765.00	\$210.00	\$535.00	\$415.00	\$245.00	\$325.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Faegre Baker Daniels	Minneapolis, MN	673	\$580.00	\$355.00	\$455.00	\$315.00	\$110.00	\$260.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Foley & Lardner	Milwaukee, WI	844	\$860.00	\$405.00	\$600.00	\$470.00	\$210.00	\$335.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Foley Hoag	Boston, MA	221	\$775.00	\$590.00	\$670.00	\$385.00	\$290.00	\$325.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Fox Rothschild	Philadelphia, PA	531	\$750.00	\$335.00	\$530.00	\$500.00	\$245.00	\$310.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Fried, Frank, Harris, Shriver & Jacobson	New York, NY	450	\$1100.00	\$930.00	\$1000.00	\$760.00	\$375.00	\$595.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Frost Brown Todd	Cincinnati, OH	414	\$600.00	\$220.00	\$387.00	\$315.00	\$150.00	\$234.00	\$417.00	\$350.00	\$540.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Gardere Wynne Sewell	Dallas, TX	218	\$775.00	\$430.00	\$635.00	\$330.00	\$290.00	\$303.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Gibbons	Newark, NJ	201	\$865.00	\$440.00	\$560.00	\$475.00	\$295.00	\$360.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Gibson, Dunn & Crutcher	New York, NY	1154	\$1800.00	\$765.00	\$980.00	\$930.00	\$175.00	\$590.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Gordon Rees Scully Mansukhani	San Diego, CA	478	\$475.00	\$375.00	\$420.00	\$325.00	\$285.00	\$300.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Greenberg Traurig	New York, NY	1690	\$955.00	\$535.00	\$763.00	\$570.00	\$325.00	\$470.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Harris Beach	Rochester, NY	198	\$400.00	\$298.00	\$348.00	\$285.00	\$175.00	\$230.00	\$287.50	\$175.00	\$400.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Harter Secrest & Emery	Rochester, NY	132	\$465.00	\$300.00	\$385.00	\$290.00	\$195.00	\$250.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Haynes and Boone	Dallas, TX	483	\$1020.00	\$450.00	\$670.00	\$580.00	\$310.00	\$405.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Hogan Lovells	Washington, DC	2313	\$1000.00	\$705.00	\$835.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Holland & Hart	Denver, CO	423	\$725.00	\$305.00	\$442.00	\$425.00	\$175.00	\$277.00	\$363.00	\$225.00	\$535.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Holland & Knight	Washington, DC	956	\$1085.00	\$355.00	\$625.00	\$595.00	\$210.00	\$340.00	\$575.00	\$420.00	\$910.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Honigman Miller Schwartz and Cohn	Detroit, MI	231	\$560.00	\$290.00	\$390.00	\$225.00	\$205.00	\$220.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Hughes Hubbard & Reed	New York, NY	351	\$995.00	\$725.00	\$890.00	\$675.00	\$365.00	\$555.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Husch Blackwell	St. Louis, MO	539	\$785.00	\$250.00	\$449.00	\$440.00	\$190.00	\$275.00	\$418.00	\$240.00	\$625.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ice Miller	Indianapolis, IN	291	\$530.00	\$335.00	\$450.00	\$305.00	\$245.00	\$270.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Irell & Manella	Los Angeles, CA	166	\$975.00	\$800.00	\$890.00	\$750.00	\$395.00	\$535.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jackson Kelly	Charleston, WV	179	\$535.00	\$270.00	\$345.00	\$315.00	\$200.00	\$243.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jackson Lewis	Los Angeles, CA	724	\$440.00	\$310.00	\$380.00	\$315.00	\$275.00	\$290.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jackson Walker	Dallas, TX	333	\$675.00	\$575.00	\$622.00	\$385.00	\$255.00	\$335.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jeffer, Mangels, Butler & Mitchell	Los Angeles, CA	125	\$875.00	\$560.00	\$690.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jenner & Block	Chicago, IL	434	\$925.00	\$565.00	\$745.00	\$550.00	\$380.00	\$465.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jones Day	New York, NY	2464	\$975.00	\$445.00	\$745.00	\$775.00	\$205.00	\$435.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Jones Walker	New Orleans, LA	363	\$425.00	\$275.00	\$385.00	\$240.00	\$200.00	\$225.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kasowitz, Benson, Torres & Friedman	New York, NY	372	\$1195.00	\$600.00	\$835.00	\$625.00	\$200.00	\$340.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Katten Muchin Rosenman	Chicago, IL	612	\$745.00	\$500.00	\$615.00	\$595.00	\$340.00	\$455.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kaye Scholer	New York, NY	392	\$1250.00	\$725.00	\$860.00	\$795.00	\$370.00	\$597.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kelley Drye & Warren	New York, NY	293	\$815.00	\$435.00	\$640.00	\$600.00	\$305.00	\$430.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kilpatrick Townsend & Stockton	Atlanta, GA	561	\$775.00	\$400.00	\$550.00	\$475.00	\$315.00	\$385.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	King & Spalding	Atlanta, GA	874	\$995.00	\$545.00	\$775.00	\$735.00	\$125.00	\$460.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kirkland & Ellis	Chicago, IL	1554	\$995.00	\$590.00	\$825.00	\$715.00	\$235.00	\$540.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Knobbe Martens Olson & Bear	Irvine, CA	260	\$810.00	\$450.00	\$575.00	\$455.00	\$305.00	\$360.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kramer Levin Naftalis & Frankel	New York, NY	313	\$1100.00	\$745.00	\$921.00	\$815.00	\$515.00	\$675.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Lane Powell	Seattle, WA	170	\$675.00	\$375.00	\$516.00	\$425.00	\$260.00	\$331.00	\$477.00	\$300.00	\$650.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Latham & Watkins	New York, NY	2060	\$1110.00	\$895.00	\$990.00	\$725.00	\$465.00	\$605.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lathrop & Gage	Kansas City, MO	283	\$700.00	\$285.00	\$420.00	\$375.00	\$195.00	\$250.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lewis Roca Rothgerber	Phoenix, AZ	228	\$695.00	\$380.00	\$505.00	\$525.00	\$205.00	\$400.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lindquist & Vennum	Minneapolis, MN	178	\$600.00	\$460.00	\$520.00	\$470.00	\$275.00	\$365.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Littler Mendelson	San Francisco, CA	1002	\$615.00	\$395.00	\$550.00	\$420.00	\$245.00	\$290.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lowenstein Sandler	Roseland, NJ	261	\$990.00	\$600.00	\$765.00	\$650.00	\$300.00	\$450.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Manatt, Phelps & Phillips	Los Angeles, CA	329	\$795.00	\$640.00	\$740.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McCarter & English	Newark, NJ	371	\$625.00	\$450.00	\$530.00	\$370.00	\$220.00	\$300.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McDermott Will & Emery	Chicago, IL	1021	\$835.00	\$525.00	\$710.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	McElroy, Deutsch, Mulvaney & Carpenter	Morristown, NJ	274	\$560.00	\$325.00	\$445.00	\$335.00	\$200.00	\$295.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McGuireWoods	Richmond, VA	931	\$725.00	\$450.00	\$595.00	\$525.00	\$285.00	\$360.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McKenna Long & Aldridge	Atlanta, GA	518	\$650.00	\$480.00	\$530.00	\$425.00	\$375.00	\$395.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Michael, Best & Friedrich	Milwaukee, WI	189	\$650.00	\$235.00	\$445.00	\$425.00	\$200.00	\$283.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Miles & Stockbridge	Baltimore, MD	226	\$740.00	\$340.00	\$478.00	\$425.00	\$230.00	\$290.00	\$419.00	\$225.00	\$695.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Moore & Van Allen	Charlotte, NC	274	\$870.00	\$315.00	\$490.00	\$430.00	\$190.00	\$280.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Morgan, Lewis & Bockius	Philadelphia, PA	1363	\$765.00	\$430.00	\$620.00	\$585.00	\$270.00	\$390.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Morris, Manning & Martin	Atlanta, GA	148	\$575.00	\$400.00	\$480.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Morrison & Foerster	San Francisco, CA	1020	\$1195.00	\$595.00	\$865.00	\$725.00	\$230.00	\$525.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Nelson Mullins	Columbia, SC	466	\$800.00	\$250.00	\$444.00	\$395.00	\$215.00	\$271.00	\$376.00	\$195.00	\$600.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Nixon Peabody	Boston, MA	584	\$850.00	\$295.00	\$520.00	\$550.00	\$180.00	\$300.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Norris McLaughlin & Marcus	Bridgewater, NJ	128	\$505.00	\$485.00	\$495.00	\$365.00	\$185.00	\$275.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Norton Rose Fulbright	Houston, TX	3537	\$900.00	\$525.00	\$775.00	\$515.00	\$300.00	\$400.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Nossaman	Los Angeles, CA	148	\$800.00	\$370.00	\$579.00	\$490.00	\$255.00	\$340.00	\$495.00	\$440.00	\$550.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Nutter McClennen & Fish	Boston, MA	146	\$715.00	\$470.00	\$575.00	\$460.00	\$295.00	\$375.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ogletree Deakins	Atlanta, GA	668	\$650.00	\$250.00	\$360.00	\$365.00	\$200.00	\$260.00	\$315.00	\$230.00	\$555.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	O'Melveny & Myers	Los Angeles, CA	721	\$950.00	\$615.00	\$715.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Orrick Herrington & Sutcliffe	New York, NY	954	\$1095.00	\$715.00	\$845.00	\$375.00	\$710.00	\$560.00	\$735.00	\$685.00	\$850.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Parker Poe Adams & Bernstein	Charlotte, NC	185	\$500.00	\$425.00	\$450.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Paul Hastings	New York, NY	889	\$900.00	\$750.00	\$815.00	\$755.00	\$335.00	\$540.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Paul, Weiss, Rifkind, Wharton & Garrison	New York, NY	854	\$1120.00	\$760.00	\$1040.00	\$735.00	\$595.00	\$678.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Pepper Hamilton	Philadelphia, PA	510	\$950.00	\$465.00	\$645.00	\$525.00	\$280.00	\$390.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Perkins Coie	Seattle, WA	861	\$1000.00	\$330.00	\$615.00	\$610.00	\$215.00	\$425.00	\$635.00	\$280.00	\$800.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Pillsbury Winthrop Shaw Pittman	Washington, DC	591	\$1070.00	\$615.00	\$865.00	\$860.00	\$375.00	\$520.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Polsinelli	Kansas City, MO	616	\$775.00	\$325.00	\$435.00	\$350.00	\$235.00	\$279.00	\$376.00	\$300.00	\$450.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Proskauer Rose	New York, NY	712	\$950.00	\$725.00	\$880.00	\$675.00	\$295.00	\$465.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Quarles & Brady	Milwaukee, WI	422	\$625.00	\$425.00	\$519.00	\$600.00	\$210.00	\$335.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Quinn Emanuel Urquhart & Sullivan	New York, NY	673	\$1075.00	\$810.00	\$915.00	\$675.00	\$320.00	\$410.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Reed Smith	Pittsburgh, PA	1555	\$890.00	\$605.00	\$737.00	\$530.00	\$295.00	\$420.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Richards, Layton & Finger	Wilmington, DE	124	\$800.00	\$600.00	\$678.00	\$465.00	\$350.00	\$414.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Riker Danzig Scherer Hyland & Perretti	Morristown, NJ	146	\$495.00	\$430.00	\$455.00	\$295.00	\$210.00	\$250.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Robinson & Cole	Hartford, CT	201	\$700.00	\$295.00	\$500.00	\$445.00	\$215.00	\$300.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Rutan & Tucker	Costa Mesa, CA	147	\$675.00	\$345.00	\$490.00	\$500.00	\$230.00	\$320.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Saul Ewing	Philadelphia, PA	240	\$875.00	\$375.00	\$546.00	\$590.00	\$225.00	\$344.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Schiff Hardin	Chicago, IL	317				\$415.00	\$250.00	\$333.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Sedgwick	San Francisco, CA	342	\$615.00	\$305.00	\$425.00	\$475.00	\$250.00	\$325.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Seward & Kissel	New York, NY	143	\$850.00	\$625.00	\$735.00	\$600.00	\$290.00	\$400.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Seyfarth Shaw	Chicago, IL	779	\$860.00	\$375.00	\$610.00	\$505.00	\$225.00	\$365.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Sheppard Mullin Richter & Hampton	Los Angeles, CA	549	\$875.00	\$490.00	\$685.00	\$535.00	\$275.00	\$415.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Shumaker Loop & Kendrick	Toledo, OH	224	\$595.00	\$305.00	\$413.00	\$330.00	\$160.00	\$256.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Shutts & Bowen	Miami, FL	230	\$660.00	\$250.00	\$430.00	\$345.00	\$195.00	\$260.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Skadden, Arps, Slate, Meagher & Flom	New York, NY	1664	\$1150.00	\$845.00	\$1035.00	\$845.00	\$340.00	\$620.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Snell & Wilmer	Phoenix, AZ	411	\$845.00	\$325.00	\$525.00	\$470.00	\$180.00	\$280.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Spilman Thomas & Battle	Charleston, WV	131							\$280.00	\$215.00	\$350.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Squire Patton Boggs			\$950.00	\$350.00	\$655.00	\$530.00	\$250.00	\$355.00				National Law Journal, December 2014	Location data not available due to merger in 2014. Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Sterne, Kessler, Goldstein & Fox	Washington, DC	122	\$795.00	\$450.00	\$577.00	\$470.00	\$265.00	\$346.00	\$483.57	\$450.00	\$520.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stevens & Lee	Reading, PA	154	\$800.00	\$525.00	\$625.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stoel Rives	Portland, OR	365	\$800.00	\$300.00	\$492.00	\$465.00	\$205.00	\$287.00	\$312.00	\$280.00	\$510.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Strasburger & Price	Dallas, TX	217	\$690.00	\$290.00	\$435.00	\$365.00	\$210.00	\$270.00	\$475.00	\$300.00	\$690.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stroock & Stroock & Lavan	New York, NY	285	\$1125.00	\$675.00	\$960.00	\$840.00	\$350.00	\$549.00	\$979.00	\$745.00	\$1095.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Taft Stettinius & Hollister	Cincinnati, OH	357	\$535.00	\$285.00	\$415.00	\$475.00	\$200.00	\$285.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Thompson & Knight	Dallas, TX	290	\$740.00	\$425.00	\$535.00	\$610.00	\$240.00	\$370.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Thompson Coburn	St. Louis, MO	317	\$510.00	\$330.00	\$440.00	\$350.00	\$220.00	\$270.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Troutman Sanders	Atlanta, GA	567	\$975.00	\$400.00	\$620.00	\$570.00	\$245.00	\$340.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ulmer & Berne	Cleveland, OH	178	\$415.00	\$315.00	\$380.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Varnum	Grand Rapids, MI	133	\$465.00	\$290.00	\$390.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Venable	Washington, DC	533	\$1075.00	\$470.00	\$660.00	\$575.00	\$295.00	\$430.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Vinson & Elkins	Houston, TX	650	\$770.00	\$475.00	\$600.00	\$565.00	\$275.00	\$390.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Waller Lansden Dortch & Davis	Nashville, TN	178	\$600.00	\$350.00	\$460.00	\$335.00	\$190.00	\$245.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Weil, Gotshal & Manges	New York, NY	1157	\$1075.00	\$625.00	\$930.00	\$790.00	\$300.00	\$600.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	White & Case	New York, NY	1895	\$1050.00	\$700.00	\$875.00	\$1050.00	\$220.00	\$525.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wiley Rein	Washington, DC	277	\$950.00	\$550.00	\$665.00	\$535.00	\$320.00	\$445.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Williams Mullen	Richmond, VA	233	\$410.00	\$360.00	\$385.00	\$350.00	\$260.00	\$295.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Willkie Farr & Gallagher	New York, NY	526	\$1090.00	\$790.00	\$950.00	\$790.00	\$350.00	\$580.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wilmer Cutler Pickering Hale and Dorr	Washington, DC	988	\$1250.00	\$735.00	\$905.00	\$695.00	\$75.00	\$290.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Winston & Strawn	Chicago, IL	822	\$995.00	\$650.00	\$800.00	\$590.00	\$425.00	\$520.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wolff & Samson	West Orange, NJ	125	\$450.00	\$325.00	\$400.00	\$450.00	\$225.00	\$340.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Womble Carlyle Sandridge & Rice	Winston-Salem, NC	492	\$640.00	\$470.00	\$554.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wyatt Tarrant & Combs	Louisville, KY	202	\$500.00	\$280.00	\$418.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 Associate Class Billing Survey

EXHIBIT 7

JUDICIARY SALARY PLAN
San Jose-San Francisco-Oakland, CA - Table SF
41.44% Locality Payment Included
Effective January 6, 2020

Grade	1	2	3	4	5	6	7	8	9	10
1	\$27,642	\$28,568	\$29,487	\$30,401	\$31,320	\$31,858	\$32,766	\$33,683	\$33,719	\$34,579
2	\$31,080	\$31,820	\$32,849	\$33,719	\$34,098	\$35,101	\$36,104	\$37,107	\$38,110	\$39,112
3	\$33,912	\$35,042	\$36,172	\$37,302	\$38,432	\$39,562	\$40,692	\$41,822	\$42,952	\$44,083
4	\$38,069	\$39,337	\$40,606	\$41,875	\$43,143	\$44,412	\$45,681	\$46,950	\$48,218	\$49,487
5	\$42,592	\$44,012	\$45,432	\$46,852	\$48,272	\$49,692	\$51,112	\$52,532	\$53,952	\$55,372
6	\$47,477	\$49,060	\$50,643	\$52,225	\$53,808	\$55,391	\$56,973	\$58,556	\$60,139	\$61,722
7	\$52,759	\$54,517	\$56,275	\$58,033	\$59,791	\$61,549	\$63,307	\$65,065	\$66,823	\$68,581
8	\$58,429	\$60,376	\$62,324	\$64,272	\$66,219	\$68,167	\$70,115	\$72,062	\$74,010	\$75,958
9	\$64,535	\$66,686	\$68,837	\$70,989	\$73,140	\$75,291	\$77,443	\$79,594	\$81,745	\$83,897
10	\$71,068	\$73,437	\$75,806	\$78,175	\$80,544	\$82,914	\$85,283	\$87,652	\$90,021	\$92,390
11	\$78,081	\$80,683	\$83,286	\$85,888	\$88,491	\$91,093	\$93,696	\$96,298	\$98,901	\$101,503
12	\$93,587	\$96,707	\$99,827	\$102,947	\$106,067	\$109,187	\$112,308	\$115,428	\$118,548	\$121,668
13	\$111,286	\$114,996	\$118,706	\$122,416	\$126,126	\$129,836	\$133,546	\$137,256	\$140,966	\$144,676
14	\$131,507	\$135,890	\$140,273	\$144,656	\$149,040	\$153,423	\$157,806	\$162,189	\$166,572	\$170,800 **
15	\$154,687	\$159,844	\$165,001	\$170,158	\$170,800 **	\$170,800 **	\$170,800 **	\$170,800 **	\$170,800 **	\$170,800 **
16	\$181,419	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *
17	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *
18	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *

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

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

JUDICIARY SALARY PLAN
San Diego-Carlsbad, CA - Table SD
29.77% Locality Payment Included
Effective January 6, 2020

Grade	1	2	3	4	5	6	7	8	9	10
1	\$25,361	\$26,211	\$27,054	\$27,893	\$28,736	\$29,229	\$30,063	\$30,903	\$30,937	\$31,726
2	\$28,516	\$29,194	\$30,139	\$30,937	\$31,285	\$32,205	\$33,125	\$34,045	\$34,965	\$35,885
3	\$31,114	\$32,151	\$33,187	\$34,224	\$35,261	\$36,298	\$37,335	\$38,372	\$39,409	\$40,445
4	\$34,928	\$36,092	\$37,256	\$38,420	\$39,584	\$40,748	\$41,912	\$43,076	\$44,240	\$45,404
5	\$39,078	\$40,381	\$41,683	\$42,986	\$44,289	\$45,592	\$46,895	\$48,198	\$49,501	\$50,804
6	\$43,560	\$45,012	\$46,464	\$47,916	\$49,368	\$50,821	\$52,273	\$53,725	\$55,177	\$56,629
7	\$48,406	\$50,019	\$51,632	\$53,245	\$54,858	\$56,471	\$58,084	\$59,697	\$61,310	\$62,923
8	\$53,608	\$55,395	\$57,182	\$58,969	\$60,756	\$62,543	\$64,330	\$66,117	\$67,903	\$69,690
9	\$59,210	\$61,184	\$63,158	\$65,132	\$67,105	\$69,079	\$71,053	\$73,027	\$75,001	\$76,974
10	\$65,204	\$67,378	\$69,552	\$71,725	\$73,899	\$76,072	\$78,246	\$80,420	\$82,593	\$84,767
11	\$71,638	\$74,026	\$76,414	\$78,802	\$81,189	\$83,577	\$85,965	\$88,353	\$90,740	\$93,128
12	\$85,865	\$88,728	\$91,590	\$94,453	\$97,316	\$100,179	\$103,041	\$105,904	\$108,767	\$111,629
13	\$102,104	\$105,508	\$108,912	\$112,316	\$115,720	\$119,124	\$122,528	\$125,931	\$129,335	\$132,739
14	\$120,656	\$124,678	\$128,699	\$132,721	\$136,743	\$140,764	\$144,786	\$148,807	\$152,829	\$156,850
15	\$141,924	\$146,656	\$151,387	\$156,119	\$160,850	\$165,581	\$170,313	\$170,800 **	\$170,800 **	\$170,800 **
16	\$166,451	\$172,000	\$177,549	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *
17	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *
18	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *

* 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 8

2018 Real Rate Report®

thru September 2018

The Industry's
Leading Analysis
of Law Firm
Rates, Trends,
and Practices

How to Use this Report

The 2018 Real Rate Report:

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report are derived from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information along with the ranges of those rates and their changes over time highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors that drive rates¹:

- **Geographic location** - lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.
- **Degree of difficulty** - the cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).
- **Experience and reputation** - a more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.
- **Overhead** - the costs associated with the firm's support network (paralegals, clerks, assistants), document preparation, consultants, research, and other expenses.

The data in the 2018 Real Rate Report provides corporate counsel with an understanding of the rates they can expect to pay for a given matter type, industry, or practice area and offers in-depth analyses on key drivers of rates to help make informed selection decisions. For law firms, it provides a relative benchmark to ensure that pricing for legal services remains competitive.

¹ David Goguen, J.D., University of San Francisco School of Law (2017) Guide to Legal Services Billing Retrieved from <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

A Letter to Our Readers

Welcome to the Wolters Kluwer's ELM Solutions Real Rate Report®, the industry's leading data-driven benchmark report for lawyer rates.

Our Real Rate Report has been a useful data analytics resource to the legal industry since its inception in 2010 and continues to evolve. The Real Rate Report is powered by Wolters Kluwer's ELM Solutions LegalVIEW® data warehouse, the world's largest source of legal performance benchmark data, which has grown to include over \$128 billion in anonymized legal data.

The legal services industry relies on internal analytics and the use of data resources, such as the LegalVIEW® data warehouse, to support legal management strategies. The depth and details of the data in the Real Rate Report enable you to better benchmark, and make more informed investment and resourcing decisions for your organization.

As with past Real Rate Reports, all of the data analyzed are from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters to give legal departments and law firms greater ability to pinpoint areas of opportunity.

We strive to make the Real Rate Report a valuable and actionable reference tool for legal departments and law firms. As always, we welcome your comments and suggestions on what information would make this publication more valuable to you. We thank you for making Wolters Kluwer's ELM Solutions your trusted partner for legal industry domain expertise, data, and analytics and look forward to serving you to provide market-leading, expert solutions that deliver the best business outcomes for collaboration among legal departments and law firms.

Sincerely,



Jonah Paransky

EVP and General Manager
Wolters Kluwer's ELM Solutions

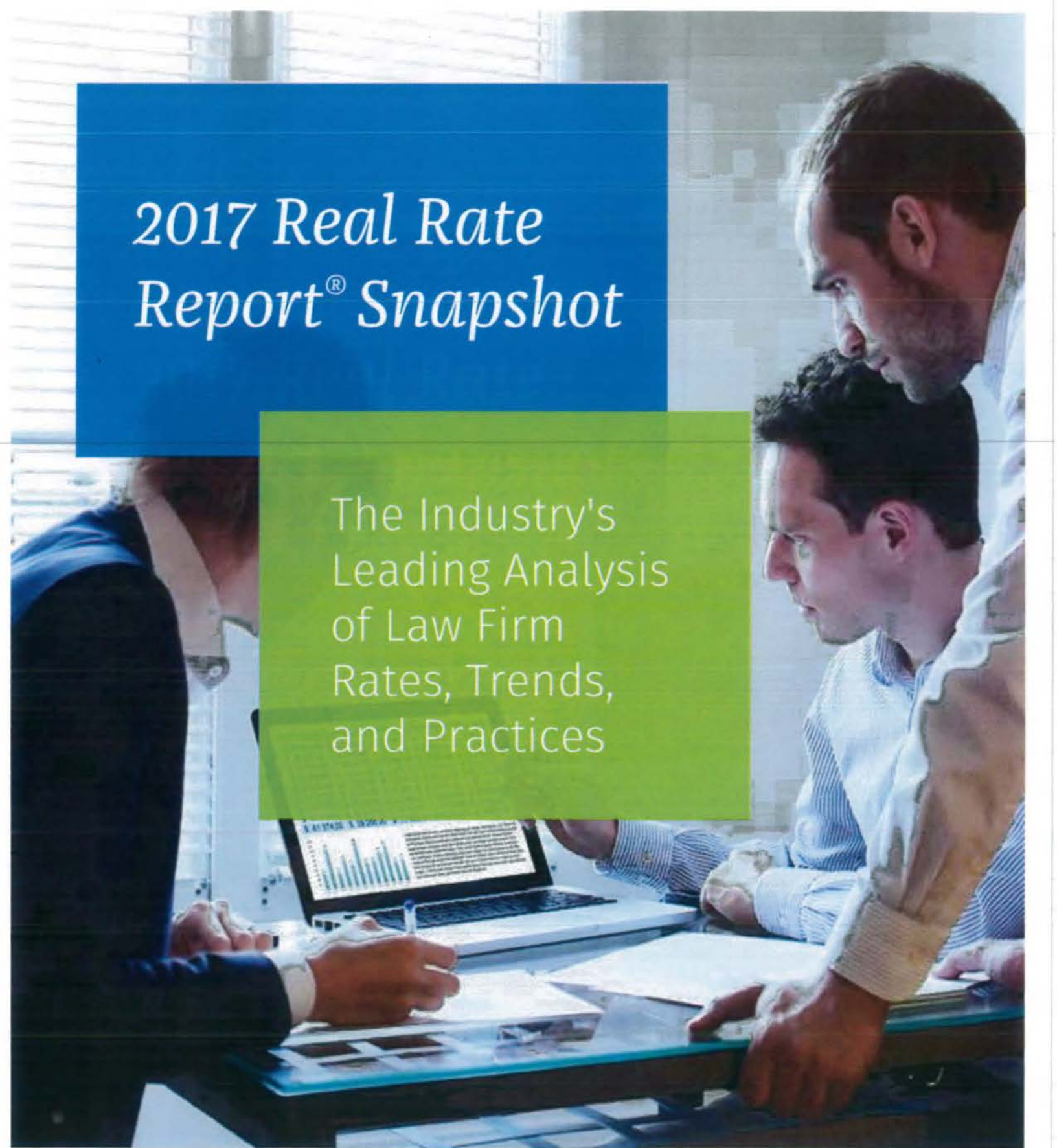
Section I: High-Level Data Cuts

Cities

Q3 2018 -- Real Rates for Partners and Associates

Trend Analysis (Mean)

City	Role	n	First Quartile	Median	Third Quartile	Q3 2018	Q3 2017	Q3 2016
Orlando FL	Partner	104	\$370	\$448	\$553	\$460	\$453	\$434
	Associate	96	\$230	\$269	\$310	\$276	\$274	\$277
Philadelphia PA	Partner	898	\$450	\$600	\$765	\$615	\$596	\$578
	Associate	1016	\$288	\$362	\$450	\$373	\$364	\$342
Phoenix AZ	Partner	140	\$270	\$350	\$450	\$364	\$381	\$387
	Associate	79	\$200	\$244	\$300	\$253	\$266	\$231
Pittsburgh PA	Partner	192	\$325	\$460	\$585	\$469	\$469	\$455
	Associate	254	\$244	\$321	\$394	\$327	\$312	\$306
Portland ME	Partner	50	\$250	\$354	\$449	\$370	\$357	\$333
	Associate	20	\$196	\$223	\$258	\$235	\$231	\$221
Portland OR	Partner	129	\$350	\$405	\$512	\$431	\$415	\$387
	Associate	150	\$300	\$342	\$385	\$340	\$300	\$275
Providence RI	Partner	21	\$185	\$295	\$513	\$377	\$397	\$345
	Associate	19	\$205	\$225	\$235	\$225	\$221	\$210
Raleigh NC	Partner	65	\$285	\$385	\$450	\$383	\$385	\$361
	Associate	37	\$225	\$250	\$305	\$274	\$247	\$238
Richmond VA	Partner	108	\$340	\$500	\$700	\$525	\$484	\$492
	Associate	131	\$274	\$343	\$430	\$351	\$335	\$325
Rochester NY	Partner	28	\$243	\$295	\$365	\$311	\$313	\$339
	Associate	18	\$198	\$216	\$268	\$233	\$217	\$249
Sacramento CA	Partner	31	\$350	\$385	\$454	\$453	\$452	\$442
	Associate	17	\$275	\$304	\$350	\$324	\$326	\$294
Salt Lake City UT	Partner	66	\$281	\$345	\$433	\$379	\$362	\$338
	Associate	19	\$196	\$205	\$230	\$211	\$221	\$211
San Diego CA	Partner	140	\$250	\$385	\$875	\$535	\$499	\$495
	Associate	132	\$180	\$225	\$390	\$299	\$305	\$279
San Francisco CA	Partner	448	\$475	\$695	\$895	\$702	\$651	\$623
	Associate	378	\$295	\$446	\$567	\$451	\$440	\$408
San Jose CA	Partner	119	\$525	\$755	\$938	\$748	\$777	\$734
	Associate	99	\$319	\$490	\$609	\$494	\$490	\$462
San Juan PR	Partner	48	\$191	\$210	\$254	\$226	\$228	\$224
	Associate	30	\$150	\$155	\$165	\$157	\$157	\$150
Savannah GA	Partner	11	\$284	\$306	\$369	\$324	\$299	\$279
Seattle WA	Partner	294	\$410	\$528	\$666	\$535	\$482	\$446
	Associate	187	\$279	\$360	\$450	\$373	\$327	\$305



2017 Real Rate Report[®] Snapshot

The Industry's
Leading Analysis
of Law Firm
Rates, Trends,
and Practices



Wolters Kluwer



CEB
is now **Gartner**

A Note on Comparability of Data

The data used for the 2017 *Real Rate Report* include more than \$9 billion in fees billed for legal services in the United States during the six-year period from 2014 to 2016. The data comprise fees paid by 106 companies to more than 4,620 law firms and more than 112,000 timekeepers. Table 1 provides a summary description of the US dataset.

In addition, we use a smaller subset of data to provide rate analyses for timekeepers outside of the United States. These data from the same three-year period included more than 10,000 lawyers across 80 countries.

The information is not based on surveys, sampling, or reviews of other published information but on anonymized data showing the actual hours and fees law firm personnel billed. Companies participating in this *Real Rate Report* analysis provided written consent for the use of their data. The data used to create this report exclude identifying information of participant companies and of the matters,

timekeepers, and law firms billing on those companies' invoices. (For more information on the data methodology, see the [Appendix](#).)

This dataset is large enough to provide valuable guidance and represents a statistically useful portion of the \$339.3 billion annual US legal services business.¹ Am Law 100 firms alone had 2015 revenues of roughly \$86.7 billion.² This dataset covers approximately 89,000 partners and associates—spread across more than 340 US metropolitan areas.

Again, this sample is large enough to have useful analytical power, but it certainly does not come close to covering all the lawyers in the United States who work for corporate clients. The US Bureau of Labor Statistics estimates there are more than 619,530 lawyers practicing in the United States—58,900 lawyers in the New York City area alone and another 41,520 in the Washington, DC, area.³

¹ Bureau of Economic Analysis, "Gross Output by Industry," 21 April 2017, <https://www.bea.gov/table/1table.cfm?ReclD=51&step=1#reclD=51&step=51&sum=1&S114=a&S102=15>.
² "Choppy Seas for The Am Law 100," *The American Lawyer*, 1 May 2017, <http://www.americanlawyer.com/id=1202784500051>.
³ Bureau of Labor Statistics, "Occupational Employment and Wages," May 2016, <http://www.bls.gov/oes/current/oes231011.html>.

Table 1: Overview of the US Legal Fees Data Analyzed

Fees Billed	\$9.02 Billion (2014–2016)
US Law Firms	4,620+
Law Firm Associates	48,500+
Law Firm Partners	41,160+
Total Individual Billers	112,100+
Number of Invoice Line Items	25.8 Million
Total Hours Billed	23.9 Million
North American Metropolitan Areas	348
Number of Companies	106
Industries Represented	Basic Materials and Utilities, Consumer Goods, Consumer Services (Including Retail) Financial Services (Including Banking and Insurance), Health Care, Industrials, Technology and Telecommunications

Source: Wolters Kluwer's ELM Solutions, Inc.; CEB analysis.

EXHIBIT 9

Litigation Cost

Banzouzi Malgha v. Wiline

1/11/23

Date	Payee	Details	Amount
9/2/2020	LWDA	PAGA Fee Notice	75.00
11/7/2020	Green Filing	Summons/Complaint/e-file Fee	1,489.88
12/7/2020	Green Filing	Documents	54.88
12/8/2020	Express Network	SOP: Wiline Networks, Inc.	177.50
12/15/2020	Green Filing	POS of Summons	4.66
12/21/2020	Green Filing	Notice of Continuance of CMC	4.66
3/4/2021	Green Filing	CMC Statement	6.73
4/1/2021	Green Filing	Notice of Complex Designation	6.73
1/26/2022	APTUS Court Reporting	Prince Banzouzi Malgha	573.22
2/25/2022	Green Filing	Stip; Prop. Order; Dec.; CMC	27.43
3/2/2022	Peterson Reporting	David Hertgen	1,659.25
3/16/2022	Green Filing	Notice of Continuance of CMC	6.73
3/22/2022	Steven Paul	Mediation Fee- Cont to: 6/23/22	6,250.00
5/25/2022	Green Filing	Declaration of Service	28.46
6/1/2022	Green Filing	Notice of Entry of Order	7.76
6/29/2022	Green Filing	Joint Notice of Settlement	28.46
7/5/2022	Green Filing	Notice of Remote Appearance KDLR	7.76
7/6/2022	Green Filing	Notice of Remote Appearance MM	7.76
7/21/2022	Consultant	Statistician	4,850.00
12/21/2022	Green Filing	Notice of Appearance; Withdrawal	7.76
	In House	Postage	42.37
	In House	Photocopies (857@.25)	214.25
<i>est</i>	<i>Green Filing</i>	<i>PAGA Settlement Motion</i>	<i>71.64</i>
	Total:		15,602.89

EXHIBIT 10