

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Cassandra A. Castro, Esq. (SBN 334238)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
ccastro@lelawfirm.com

Attorneys for PLAINTIFF LUIS YORBA and
MATTHEW J. SOLIS, on behalf of themselves and
other current and former aggrieved employees

[Additional Counsel on following Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

GEICO WAGE AND HOUR CASES

Included actions:

*Michael Herzog v. Government Employees
Insurance Company*

*Nonesto Mabini v. Government Employees
Insurance Company*

*Luis Yorba v. Government Employees
Insurance Company*

**JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 5221**

*[Assigned for all purposes to The Honorable
Katherine Bacal, Dept. 69]*

**DECLARATION OF CASSANDRA A.
CASTRO IN SUPPORT OF PLAINTIFFS'
MOTION RE: UNOPPOSED PAGA
SETTLEMENT APPROVAL**

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ALAMEDA
NO. 21CV003563

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO
NO. 37-2022-00011726

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO
NO. 37-2024-00008220-CU-OE-CTL

Hearing Information:

Date: February 7, 2025

Time: 1:30 p.m.

Dept.: C-69

1 Eric K. Yaeckel, Esq.

2 yaeckel@sullivanlawgroupapc.com

3 Ryan T. Kuhn, Esq.

4 ryan@sullivanlawgroupapc.com

5 **SULLIVAN & YAECKEL LAW GROUP, APC**

6 2330 Third Avenue

7 San Diego, CA 92101

8 Tel: (619) 702-6760

9 Fax: (619) 702-6761

10 Attorneys for PLAINTIFF Michael Herzog

11 Farzad Rastegar, Esq.

12 farzad@rastegarlawgroup.com

13 Douglas W. Perlman, Esq.

14 douglasperlman@rastegarlawgroup.com

15 **RASTEGAR LAW GROUP, APC**

16 22760 Hawthorne Blvd, Suite 200

17 Torrance, CA 90505

18 Tel: (310) 961-9600; Facsimile: (310) 961-9094

19 Attorneys for PLAINTIFF Nonesto Mabini

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1. I am an attorney licensed to practice law in the State of California. I am an attorney at Lavi & Ebrahimi, LLP, counsel for Plaintiffs Luis Yorba and Matthew J. Solis in this action, and an attorney assigned to work on this case. Based on my assignment to this case and familiarity with the file in this matter, I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of all State and Federal District Courts of California.

3. Plaintiff Yorba worked as a non-exempt hourly paid employee for Defendant from approximately October 10th, 2022 to present.

5. On November 27, 2023, Plaintiff Yorba 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 section 2698, et seq. (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for alleged violations of the Labor Code. Attached hereto as **Exhibit 1** is a true and correct copy of Plaintiff Yorba’s November 27, 2023, notice to the LWDA.

7. On March 4, 2024, Plaintiff Solis 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 section 2698, et seq. (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for alleged violations of the Labor Code. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff Solis’s March 4, 2024, notice to the LWDA.

8. On May 30, 2024, Plaintiff Solis filed his PAGA Action seeking civil penalties under

1 PAGA against Government Employees Insurance Company (“Defendant”), in the San Diego County
2 Superior Court at Case No. 37-2024-00025248-CU-OE-CTL (“Solis PAGA Action”).

3 9. On April 11, 2024, the Court granted Defendants’ Petition to Coordinate and Add-On
4 Case *Luis Yorba v. Government Employees Insurance Company, et al.*, San Diego County Superior
5 Court Case No. 37-2024-00008220-CU-OE-CTL with *Geico Wage and Hour Cases*, JCCP No. 5221.

6 10. On September 16, 2024, the Parties mediated with mediator Hunter Hughes, Esq. and
7 ultimately reached the proposed PAGA Settlement that is the subject of this Motion.

8 11. On January 2, 2025, the Parties in the *Geico Wage and Hour Cases* submitted a
9 stipulation to, among other things, add-on the Solis PAGA Action to the coordinated proceeding at
10 JCCP No. 5221.

11 **EXPERIENCE OF COUNSEL**

12 12. The attorneys at our office are experienced and qualified to evaluate the PAGA claims
13 and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the
14 defenses.

15 13. I, and the law firm of Lavi & Ebrahimian, LLP, have almost exclusively practiced in
16 labor and employment law.

17 14. I graduated from Boston University School of Law in May of 2020 and have been
18 practicing law since January of 2021. I have been in practice with the law firm of Lavi & Ebrahimian,
19 LLP since 2023. Since graduating law school and being admitted to practice, I have focused almost
20 exclusively in employment law and specifically wage and hour class and/or PAGA actions. I have
21 been involved in numerous cases from filing through settlement, including California and Federal
22 class actions, PAGA representative actions, and collective actions. Since I entered the practice of law,
23 I have obtained substantial experience in the area of employment law litigation, particularly in the
24 areas of PAGA as well as class and individual wage and hour matters.

25 15. I am also familiar with the practice of the partner assigned to this case, Mr. Joseph
26 Lavi. Mr. Lavi graduated from Loyola Law School in 2000 and has been practicing ever since. Mr.
27 Lavi and I have handled numerous cases in all aspects of employment and labor law, including state
28 and federal class actions, wrongful termination, discrimination, harassment, and retaliation cases. Mr.

1 Lavi has tried labor and employment cases in California state and federal courts. Mr. Lavi has settled
2 numerous wage and hour class actions, is currently Plaintiff's counsel in numerous others.

3 16. Additionally, Mr. Lavi has argued before various Court of Appeals, on employment
4 issues such as validity of Arbitration Agreements, Application of Res Judicata in class action cases
5 as well as other employment issues. Mr. Lavi has also been a panelist and/or speaker for various
6 Employment Law Continuing Legal Education Panels on issues of employment law trials, how to
7 proceed and conduct trials as well as proving and winning punitive damages. Super Lawyers
8 Magazine has selected Mr. Lavi as a Southern California Rising Star in 2016 through 2023 in the area
9 of Plaintiff's employment litigation and as one of the Up-and-Coming 100 attorneys in his field in
10 2018 and again from 2020 – 2023.

11 17. Mr. Lavi has handled numerous class actions against employers of all sizes alleging
12 wage and hour issues and has been approved as class counsel including, but not limited to, cases
13 against Kaiser Permanente which settled for \$6,510,000.00; Hustler Casino which settled for
14 \$980,000.00; Chevron Stations Inc., which settled for \$4,500,000.00; Commerce Casino which
15 settled for \$1,575,000.00; BP West Coast Products, which settled for \$4,000,000.00; Kaiser
16 Permanente which settled for \$3,600,000.00, Fuddruckers (as lead counsel) which settled for
17 \$900,000.00; Movado Retail Group, Inc. (as lead counsel) which settled for \$728,000.00, Chuck-E-
18 Cheese's (as lead counsel) which settled for \$1,900,000.00; Aero-Electric Connector, Inc. (as lead
19 counsel) which settled for \$1,500,000.00; Clougherty Packing, LLC (as lead counsel) which settled
20 for \$4,250,000.00; and Gruma Corporation (as lead counsel) which Defendant's petition to the United
21 States Supreme Court in the matter was denied and the matter settled for \$2,300,000.00. Mr. Lavi
22 and the attorneys of Lavi & Ebrahimian, LLP have been approved as class counsel by both federal
23 and state courts. Mr. Lavi, myself, and the other attorneys at Lavi & Ebrahimian who are available to
24 assist us in this case, if needed, are fully capable of adequately and fairly representing Plaintiffs and
25 the proposed PAGA group in this matter. Lavi & Ebrahimian, LLP, has been appointed Class Counsel
26 in over fifty contested proceedings including the following:

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

1 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.
2 BC369846;
3 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central District
4 of California, Case No. CV-07-3678-ABC;
5 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los Angeles
6 Superior Court Case No. BC380996;
7 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior
8 Court Case No. BC383266;
9 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior Court
10 Case No. RG 0265835;
11 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.
12 05CECG02189;
13 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,
14 Central District of California, Case No. CV08-06691 SVW (PLA)
15 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court Case
16 No. BC342588;
17 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
18 BC374816;
19 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.
20 BC378990;
21 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
22 District of California, Case No. CV07-3237-DDP (PLAX);
23 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
24 BC410322;
25 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case
26 No. BC412315;
27 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
28 BC397208;

1 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.
2 BC399431;
3 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.
4 37-2009-00103626-CU-OE-CTL;
5 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
6 BC451148;
7 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,
8 Central District of California, Case No. CV 10-8916 DDP (CWx);
9 p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles
10 Superior Court Case No. BC432406;
11 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central District
12 of California, Case No CV-10-02315-JEM;
13 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior
14 Court Case No. BC462603;
15 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior Court
16 Case No. BC452570;
17 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
18 00366952-CU-OE-VTA;
19 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case
20 No. BC421009;
21 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
22 1341987;
23 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
24 Case No. BC425708
25 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case
26 No. BC436879;
27 y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
28 RIC10020183;

1 z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.
2 BC411849;
3 aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.
4 BC411134;
5 bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior
6 Court Case No. 30-2011-0044011-CU-OE-CXC;
7 cc. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
8 District of California, Case No. CV 10-0415 ODW (FMOx)
9 dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.
10 BC443792;
11 ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.
12 BC451489;
13 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court Case
14 No. CV 10-0968-PSG-FMOX;
15 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case
16 No. BC425799;
17 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior
18 Court Case No. BC446744;
19 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.
20 BC456420;
21 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District Court,
22 Central District of California, Case No. CV-10-00711 JFW (PLAx);
23 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.
24 BC436793;
25 ll. *Santos v. Noble Management Group-California, LLC*, United States District
26 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)
27 mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior
28 Court Case No. 30-2011-00473505;

1 nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court Case
2 No. BC436235;
3 oo. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No.
4 BC451490;
5 pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.
6 RG10523946;
7 qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of
8 California, Case No. CV 11-09543 DSF (MRWx);
9 rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-
10 2011-00518396-CU-OE-CXC;
11 ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
12 District of California, Case No. CV 10-0415 ODW (FMOx);
13 tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case
14 No. BC320172;
15 uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No.
16 BC361380;
17 vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case
18 No. BC357987.

19 18. The attorneys at our law firm and I have performed substantial work and diligently
20 investigated and prosecuted this case to a successful conclusion. Plaintiffs' Counsel believes this
21 settlement to be fair, reasonable, and adequate.

22 19. Based upon our experience and after factoring in the risks associated with further
23 litigation and trial, we believe that the proposed settlement is fair and reasonable. As such, we believe
24 that the Parties' proposed PAGA Settlement should be approved.

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1 CONTRIBUTION OF PLAINTIFFS AND REASONABLENESS OF THE REQUESTED
2 ENHANCEMENT PAYMENT

3 20. It is imperative that Plaintiffs obtain just compensation for the time, effort and risk
4 associated with their fiduciary duties as PAGA representatives and named Plaintiffs. Here, the
5 requested enhancement is modest, reasonable, and should be approved. The requested award for each
6 respective Plaintiff of up to the amount of Seven Thousand Five Hundred Dollars and Zero Cents
7 (\$7,500.00), or Thirty Thousand Dollars and Zero Cents (\$30,000.00) in total, is but a small portion
8 of the total settlement amount of \$5,250,000.00. In addition, the awards are justified by Plaintiffs'
9 considerable services on behalf of the State of California with respect to aggrieved employees during
10 the litigation. Plaintiffs' Counsel cannot overstate the keystone role of the employee willing to search
11 out an attorney and step forward to assume the risks of litigation—including intrusive discovery and
12 the risk of liability for employer litigation costs as well as the risk of retaliation—in order to represent
13 aggrieved employees and put the interests of the aggrieved employees before their interests. Indeed,
14 a PAGA representative is the catalyst to the benefits obtained by the aggrieved employees. Plaintiffs
15 served in this role with full awareness of their fiduciary duties to all aggrieved employees, actively
16 protecting the aggrieved employees' interests during the course of this litigation from pre-filing
17 through this fair and reasonable resolution benefitting aggrieved employees. In contrast, without
18 taking on any of the risk incurred by Plaintiffs or expending any time in litigating this matter (as
19 Plaintiffs have), each PAGA Settlement employee will receive payment for their claims. Thus, the
20 enhancement payment request as to Plaintiffs are warranted to compensate them for their time and
21 effort, the fear and stress associated with assuming the responsibility of a PAGA representative, and
22 the concrete risks they assumed as a PAGA representative. Furthermore, Plaintiffs' also provided
23 Defendant with a more expansive release of claims than aggrieved employees generally, including a
24 release and waiver. Defendant also does not oppose the requested enhancement payments to
25 Plaintiffs. Therefore, Plaintiffs' requested payments should be approved.

26 ATTORNEY'S FEES

27 22. Our firm has made every effort to litigate this action in an efficient and cost-effective
28 manner. Following review of our case file and hours and discussions with counsel, our firm has spent

1 at least approximately 146.9 hours on this matter for a total unadjusted lodestar of at least
2 \$104,292.50.

3 23. In summary form, counsel's many tasks included the following: pre-filing
4 investigation, legal research, and research of Defendant; meeting and communicating with clients
5 regarding responsibility in bringing the action, the facts of the case, clients' employment, their work
6 environment, their documents pleadings; reviewing Plaintiffs' file and determining liability and
7 evaluating claim and defense strengths and weaknesses; preparing formal discovery and reviewing
8 Defendant's formal discovery; legal research of case law and wage orders regarding applicable claims
9 and defenses; meeting and conferring over informal discovery and multiple mediation sessions;
10 drafting notices for litigation; evaluating Defendant's policies; determining case strategy;
11 communicating with Defendant's Counsel; communicating with co-counsel; analyzing data and
12 information provided in informal discovery; calculating damages; negotiating settlement and
13 settlement documents; assisting with preparation of the motion for approval and supporting
14 documents; meeting with clients regarding approval of the settlement; drafting supporting documents
15 for motion for final approval. All of the tasks and work performed were reasonable and necessary to
16 the prosecution of this case and justified, particularly in light of the result achieved.

17 24. Throughout the course of the Yorba and Solis PAGA Actions, I have spent at least 104
18 hours litigating these matters. Accordingly, my unadjusted lodestar in these matters is \$70,200 (104
19 x \$675 = \$70,200). If I were to charge a rate for this type of work by the hour, given my experience
20 and the focus of my practice, my current hourly rate would be \$675. I am a graduate of Boston
21 University School of Law and have been in practice since January 2021. A \$675 rate is warranted
22 based on my years of experience in a highly specialized area of law and is in line with the Laffey
23 Matrix. California Courts have applied the Laffey Matrix with adjustments to the specific California
24 locality where the Counsel's office is located based on "Locality Pay Tables." (*Syers Properties III,*
25 *Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on Laffey Matrix
26 with upward 9 percent rate adjustment from D.C. area compared to San Francisco Bay Area based on
27 Locality Pay Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510
28 VRW) 365 F.Supp.2d 912, 921-922 [using Laffey Matrix with upward adjustment of 9 percent for

1 San Francisco based on difference between D.C. Area 's +15.98 locality pay compared to San
2 Francisco's +26.39 percent locality pay differential from the federal courts' "Judiciary Salary Plan
3 Pay Tables."].)(See Exhs. F-H.) Here, Yorba and Solis' Counsels' office is located in Los Angeles
4 County. For 2023, the Locality Pay Tables (and Judiciary Salary Plan Pay Tables referred to in *In re*
5 *HPL Techs., Inc.*), state a 2.4 percent increase for the Los Angeles-Long Beach, CA area which
6 includes the following counties: Imperial County, Kern County, Los Angeles County, Orange County,
7 Riverside County, San Bernardino County, San Luis Obispo County, Santa Barbara County, and
8 Ventura County. (Ex. 7, 8 [2023 Locality Pay Tables for Washington-Baltimore-Arlington and Los
9 Angeles-Long Beach, CA available at [https://www.opm.gov/policy-data-oversight/pay-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/general-schedule/)
10 [leave/salaries-wages/2023/general-schedule/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/general-schedule/)]; Ex. 9, 10 [Judiciary Salary Plan Pay Tables available
11 at <http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates>]; Ex. 11 [2023
12 Locality Pay Area Definitions defining counties within Los Angeles-Long Beach, CA area available
13 at [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/locality-pay-area-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/locality-pay-area-definitions/)
14 [definitions/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/locality-pay-area-definitions/)].) In applying the 2.4% locality increase for attorneys working in Imperial County, Kern
15 County, Los Angeles County, Orange County, Riverside County, San Bernardino County, San Luis
16 Obispo County, Santa Barbara County, and Ventura County over the Washington-Baltimore area
17 stated in the Laffey Matrix, the Laffey Matrix states the following relevant rates: \$447 for attorneys
18 1 to 3 years out of law school, \$551 for attorneys 4 to 7 years out of law school, \$795 for attorneys 8
19 to 10 years out of law school, \$899 for attorneys 11 to 19 years out of law school, and \$1,082 for
20 attorneys 20 plus years out of law school.

21 25. Working closely with the other attorneys' in my firm, including on motions for
22 attorneys' fees, I am aware of the experience and achievements of the counsel involved in this matter
23 as well as the rates which would be charged if our work was on an hourly basis. Having reviewed
24 numerous declarations in support of fee applications in Los Angeles, I also have knowledge of hourly
25 rates charged by other attorneys practicing in the field of employment law in Los Angeles. Based on
26 that information, I believe that my rate and the rates of the attorneys in my firm are fully consistent
27 with the market rate for attorneys with comparable expertise, experience and qualifications. Based on
28 the information I have, I believe that the rates of our firm are reasonable and appropriate fees for Los

1 Angeles attorneys with comparable expertise, experience, and qualifications.

2 26. Throughout the course of this litigation, Joseph Lavi estimates he has spent at least
3 19.2 hours litigating this matter. Accordingly, Mr. Lavi's unadjusted lodestar in this matter is \$17,760
4 $(19.2 \times \$925 = \$17,760)$. If Mr. Lavi were to charge a rate for this type of work by the hour, given
5 his experience and the focus of his practice, his current hourly rate would be \$925 per hour. A \$925
6 rate is warranted based on Mr. Lavi's years of experience in a highly specialized area of law and is in
7 line with the Laffey Matrix. This rate is also in line with other partners out of law school and practicing
8 for over 15 years in California as indicated by the 2014 and 2008 National Law Journal Survey.

9 27. I have also reviewed the files and records for Vincent C. Granberry, a senior attorney
10 of Lavi & Ebrahimian, LLP, in this matter and Mr. Granberry's approximately 6.7 hours litigating
11 this matter. Mr. Granberry graduated from the Sandra Day O'Connor College of Law at Arizona
12 State University and has been in practice since 2011. If Mr. Granberry were to charge a rate for this
13 type of work by the hour, given her experience, his current hourly rate would be \$725. A \$725 rate is
14 warranted based on Mr. Granberry's experience in a highly specialized area of law and is in line with
15 the Laffey Matrix. Accordingly, Mr. Granberry's unadjusted lodestar in this matter is \$4,857.50 $(6.7$
16 $\times \$725 = \$4,857.50)$.

17 28. I have also reviewed the files and records for Colby A. Meagle, a former attorney of
18 Lavi & Ebrahimian, LLP, in this matter and Ms. Meagle's approximately 17 hours litigating this
19 matter. Ms. Meagle is no longer an associate with our firm. I am aware she graduated from the
20 Pepperdine University School of Law and has been in practice since 2021. If Ms. Meagle were to
21 charge a rate for this type of work by the hour, given her experience, her current hourly rate would
22 be \$675. A \$675 rate is warranted based on Ms. Meagle's experience in a highly specialized area of
23 law and is in line with the Laffey Matrix. Accordingly, Ms. Meagle's unadjusted lodestar in this
24 matter is \$11,475 $(17 \times \$675 = \$11,475)$.

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ATTORNEY'S COSTS

29. Our firm maintains all records regarding costs expended on each case. I have reviewed the records of costs expended in the Yorba and Solis PAGA Actions, which total approximately Five Thousand, One Hundred Fifty-One Dollars and Eighty-Nine Cents (\$5,151.89). All costs were reasonably incurred in prosecution of the lawsuit and paid on a contingency basis. A large portion of these costs were associated with filing fees for these actions, service of documents, deposition records, and mediation; the remainder was reasonably incurred in prosecution of the lawsuits.

EXHIBITS

30. Attached as Exhibit 3 to this declaration is a true and correct copy of the Lavi & Ebrahimian, LLP Costs.

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

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

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

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

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

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 14, 2025 in Beverly Hills, California.

/s/Cassandra A. Castro

Cassandra A. Castro

“EXHIBIT 1”

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE: (310) 432-0000
FACSIMILE: (310) 432-0001
WWW.LELAWFIRM.COM

November 27, 2023

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

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

<u>GOVERNMENT EMPLOYEES INSURANCE COMPANY</u> c/o C T Corporation System, Registered Agent 330 N Brand Blvd, Suite 700 Glendale, CA 91203 <u>Certified Mail Number: 7020 0640 0002 1068 2206</u>	<u>GOVERNMENT EMPLOYEES INSURANCE COMPANY</u> Attn.: Legal Department 1411 Danielson Street Poway, CA 92064 <u>Certified Mail Number: 7020 0640 0002 1068 2220</u>
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From: LUIS YORBA, on behalf of himself and all other current and former aggrieved
California-based hourly non-exempt employees of GOVERNMENT EMPLOYEES
INSURANCE COMPANY.

c/o Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Colby A. Meagle, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
cmeagle@lelawfirm.com
wht2@lelawfirm.com

My firm has been retained by aggrieved employee Luis Yorba concerning a representative
action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*
("PAGA") against his employers, Government Employees Insurance Company.

We are filing this written notice with the Labor and Workforce Development Agency (“LWDA”) pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client’s allegations of violations of the Labor Code by his Employer. In addition to submitting this letter and the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee LUIS YORBA (“Employee”) was employed by GOVERNMENT EMPLOYEES INSURANCE COMPANY (“Defendants” or “Employers”) as an hourly non-exempt employee from in or around October 2022, to present.

1. Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” Labor Code section 1194 states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees who worked remotely in CA to set up their employer-provided computer system off the clock. The initial set up required, a HDMI adapter, a laptop, and a special VPN mechanism. You had to plug in all three devices, log into 3 different systems, and then were able to start work. This initial process of setting up a Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ workstation took about 1 hour to complete.
- Each shift worked remotely, Employee and other current and former aggrieved California-based hourly non-exempt employees who worked remotely in CA were required to:
 - Boot up their computers;
 - Wait for their computers to load;

- o Once loaded, enter credentials to log into Employers' computer system;
 - o Request and wait to receive a 2-factor authentication code from the Employers' computer system on their personal cell phone using an application Employers required them to download;
 - o Once received, use biometric security features on their phones to access the code;
 - o Use the code to log into Employers' computer system;
 - o Once in Employers' computer system, they had to launch the timekeeping application and wait for it to load; and
 - o Log into the timekeeping application then clock in for the start of their shift.
- Employee estimates that he and other current and former aggrieved California-based hourly non-exempt employees spent five (5) to fifteen (15) minutes on the aforementioned boot-up process every shift worked remotely. Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time.
- "rounding" down or "shaving" Employee's and other current and former aggrieved California-based hourly non-exempt employees' total daily hours at the time of their clock-in and clock-out to the nearest quarter of an hour, to the benefit of Employers.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer's failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(I).

2. Failure to Pay Overtime Wages for Overtime Hours Work

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

“Eight hours of labor constitutes a day’s work. Any work in excess of eight 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.”

Further, Labor Code section 1198 provides,

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.

Labor Code section 1194 provides, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees who worked remotely in CA to set up their employer-provided computer system off the clock. The initial set up required, a HDMI adapter, a laptop, and a special VPN mechanism. You had to plug in all three devices, log into 3 different systems, and then were able to start work. This initial process of setting up a Employee and other current and former aggrieved California-based hourly non-exempt employees’ workstation took about 1 hour to complete.
- Each shift worked remotely, Employee and other current and former aggrieved California-based hourly non-exempt employees who worked remotely in CA were required to:
 - Boot up their computers;
 - Wait for their computers to load;

- o Once loaded, enter credentials to log into Employers' computer system;
 - o Request and wait to receive a 2-factor authentication code from the Employers' computer system on their personal cell phone using an application Employers required them to download;
 - o Once received, use biometric security features on their phones to access the code;
 - o Use the code to log into Employers' computer system;
 - o Once in Employers' computer system, they had to launch the timekeeping application and wait for it to load; and
 - o Log into the timekeeping application then clock in for the start of their shift.
- Employee estimates that he and other current and former aggrieved California-based hourly non-exempt employees spent five (5) to fifteen (15) minutes on the aforementioned boot-up process every shift worked remotely. Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time.
- "rounding" down or "shaving" Employee's and other current and former aggrieved California-based hourly non-exempt employees' total daily hours at the time of their clock-in and clock-out to the nearest quarter of an hour, to the benefit of Employers.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers' failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer's foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages for overtime hours worked, Employee will seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such overtime wages rendered Employee's and other current and former aggrieved, California-based,

hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

3. *Failure to Authorize or Permit Meal Periods in Violation of Labor Code Sections 512 and 226.7 and/or Failure to Pay Meal Period Premiums*

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 4, §11.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Failing on occasions when meal break premium wages were paid, to include all remuneration including, but not limited to, shift differential pay in the regular rate of pay for the purposes of calculating and paying meal break premium wages.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will seek statutory penalties under Labor Code section

226(a)(1) because the failure to pay meal period premiums and/or pay meal period premiums rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

4. *Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7 and/or Failure to Pay Rest Period Premiums*

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that "[e]very 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 time 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..." Wage Order 4, § 12. "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement "obligates Employer to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 4 at § 12.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Failing on occasions when meal break premium wages were paid, to include all remuneration including, but not limited to, shift differential pay in the regular rate of pay for the purposes of calculating and paying rest break premium wages.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay rest period premiums and/or pay rest period premiums

rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

5. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204*

Employee alleges that during his employment, Employer failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay him and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

6. *Failure to Provide Accurate Wage Statements*

Labor Code section 226(a) states that “[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(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 only 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....”

Employee alleges that as a derivative of Employee's claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer's control for

uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 226.

Based on these violations, Employee will seek civil penalties under Labor Code section 226.3, and PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

7. *Failure to Timely Pay Final Wages*

Labor Code section 201(a) states that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202(a) continues, “[i]f 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....” Finally, Labor Code section 203(a) provides, “[i]f an employer willfully fails to pay...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....”

As a result of the aforementioned violations of the Labor Code, Employee alleges that he was not paid his final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee’s separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203.

Based on these violations, Employee will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

8. *Employer’s Other Violations of the California Labor Code*

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

CONCLUSION

My client intends to file a representative action pursuant to PAGA concerning his wage claims as warranted by Employer's violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and the IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer's violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,

LAVI & EBRAHIMIAN, LLP

A handwritten signature in black ink, reading "Vincent C. Granberry". The signature is written in a cursive, flowing style.

Vincent C. Granberry, esq.

“EXHIBIT 2”

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE: (310) 432-0000
FACSIMILE: (310) 432-0001
WWW.LELAWFIRM.COM

March 4, 2024

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

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

<u>GOVERNMENT EMPLOYEES INSURANCE COMPANY</u> c/o C T Corporation System, Registered Agent 330 N Brand Blvd, Suite 700 Glendale, CA 91203 <u>Certified Mail Number: 7022 3330 0002 1393 4062</u>	<u>GOVERNMENT EMPLOYEES INSURANCE COMPANY</u> Attn.: Legal Department 1411 Danielson Street Poway, CA 92064 <u>Certified Mail Number: 7022 3330 0002 1393 4055</u>
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From: MATTHEW J. SOLIS, on behalf of himself and all other current and former aggrieved
California-based hourly non-exempt employees of GOVERNMENT EMPLOYEES
INSURANCE COMPANY.

c/o Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Colby A. Meagle, Esq.
Cassandra A. Castro, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
cmeagle@lelawfirm.com
ccastro@lelawfirm.com

My firm has been retained by aggrieved employee Matthew J. Solis concerning a
representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections
2698, *et seq.* ("PAGA") against his employers, Government Employees Insurance Company.

We are filing this written notice with the Labor and Workforce Development Agency (“LWDA”) pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client’s allegations of violations of the Labor Code by his Employer. In addition to submitting this letter and the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee MATTHEW J. SOLIS (“Employee”) was employed by GOVERNMENT EMPLOYEES INSURANCE COMPANY (“Defendants” or “Employers”) as an hourly non-exempt employee from in or around December 2022 to April 27, 2023.

1. Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” Labor Code section 1194 states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees who worked remotely in CA to set up their employer-provided computer system off the clock. The initial set up required, a HDMI adapter, a laptop, and a special VPN mechanism. You had to plug in all three devices, log into 3 different systems, and then were able to start work. This initial process of setting up a Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ workstation took about 1 hour to complete.
- Each shift worked remotely, Employee and other current and former aggrieved California-based hourly non-exempt employees who worked remotely in CA were required to:
 - o Boot up their computers;

- o Wait for their computers to load;
 - o Once loaded, enter credentials to log into Employers' computer system;
 - o Request and wait to receive a 2-factor authentication code from the Employers' computer system on their personal cell phone using an application Employers required them to download;
 - o Once received, use biometric security features on their phones to access the code;
 - o Use the code to log into Employers' computer system;
 - o Once in Employers' computer system, they had to launch the timekeeping application and wait for it to load; and
 - o Log into the timekeeping application then clock in for the start of their shift.
- Employee estimates that he and other current and former aggrieved California-based hourly non-exempt employees spent five (5) to fifteen (15) minutes on the aforementioned boot-up process every shift worked remotely. Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer's failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(I).

2. Failure to Pay Overtime Wages for Overtime Hours Work

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

“Eight hours of labor constitutes a day’s work. Any work in excess of eight 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.”

Further, Labor Code section 1198 provides,

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.

Labor Code section 1194 provides, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees who worked remotely in CA to set up their employer-provided computer system off the clock. The initial set up required, a HDMI adapter, a laptop, and a special VPN mechanism. You had to plug in all three devices, log into 3 different systems, and then were able to start work. This initial process of setting up a Employee and other current and former aggrieved California-based hourly non-exempt employees ’ workstation took about 1 hour to complete.
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 - Once loaded, enter credentials to log into Employers’ computer system;
 - Request and wait to receive a 2-factor authentication code from the Employers’ computer system on their personal cell phone using an application Employers required them to download;
 - Once received, use biometric security features on their phones to access the code;

- o Use the code to log into Employers' computer system;
 - o Once in Employers' computer system, they had to launch the timekeeping application and wait for it to load; and
 - o Log into the timekeeping application then clock in for the start of their shift.
- Employee estimates that he and other current and former aggrieved California-based hourly non-exempt employees spent five (5) to fifteen (15) minutes on the aforementioned boot-up process every shift worked remotely. Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers' failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer's foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages for overtime hours worked, Employee will seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such overtime wages rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

3. *Failure to Authorize or Permit Meal Periods in Violation of Labor Code Sections 512 and 226.7 and/or Failure to Pay Meal Period Premiums*

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law

requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 4, §11.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Failing on occasions when meal break premium wages were paid, to include all remuneration including, but not limited to, shift differential pay in the regular rate of pay for the purposes of calculating and paying meal break premium wages.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay meal period premiums and/or pay meal period premiums rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

4. *Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7 and/or Failure to Pay Rest Period Premiums*

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California

law requires that “[e]very 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 time 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...” Wage Order 4, § 12. “Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement “obligates Employer to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 4 at § 12.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer’s policies, practices, and/or procedures including, but not limited to, the following:

- Failing on occasions when meal break premium wages were paid, to include all remuneration including, but not limited to, shift differential pay in the regular rate of pay for the purposes of calculating and paying rest break premium wages.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer’s failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay rest period premiums and/or pay rest period premiums rendered Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

5. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204*

Employee alleges that during his employment, Employer failed to timely pay Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ earned wages. In California, wages must be paid at least twice during each calendar month on days designated in

advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay him and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

6. Failure to Provide Accurate Wage Statements

Labor Code section 226(a) states that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(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 only 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...."

Employee alleges that as a derivative of Employee's claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer's control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 226.

Based on these violations, Employee will seek civil penalties under Labor Code section 226.3, and PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

7. *Failure to Timely Pay Final Wages*

Labor Code section 201(a) states that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202(a) continues, “[i]f 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....” Finally, Labor Code section 203(a) provides, “[i]f an employer willfully fails to pay...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....”

As a result of the aforementioned violations of the Labor Code, Employee alleges that he was not paid his final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee’s separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203.

Based on these violations, Employee will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

8. *Employer’s Other Violations of the California Labor Code*

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

CONCLUSION

My client intends to file a representative action pursuant to PAGA concerning his wage claims as warranted by Employer’s violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and the IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer’s violations of the Labor Code, as alleged herein. Thank you for your assistance

Labor & Workforce Development Agency
Re: *Matthew J. Solis v. Government Employees Insurance Company*
March 4, 2024
Page 10 of 10

and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,

LAVI & EBRAHIMIAN, LLP

A handwritten signature in black ink, reading "Vincent C. Granberry". The signature is written in a cursive, flowing style with a large, stylized "V" at the beginning.

Vincent C. Granberry, esq.

“EXHIBIT 3”

COSTS AND FEES ADVANCED BY LAVI & EBRAHIMIAN, LLP

DATE	ITEM	COST
	SETTLEMENT AMOUNT	\$5,250,000.00
N/A	Copying and Scanning	\$35.00
N/A	Mail	\$48.40
	SAN DIEGO SUPERIOR COURT	
02/21/2024	Plaintiff's Summons and Complaint re: Initial Filing Fee (Invoice #: 501226)	\$435.00
05/30/2024	Plaintiff's Summons and Complaint re: Initial Filing Fee (Invoice #: 537404)	\$435.00
10/17/2024	Document Retrieval: Notice (Joint Notice of Settlement) (Document Order #: 68958)	\$2.00
	DDS LEGAL SERVICES	
02/21/2024	Filing of Summons and Complaint (Invoice #: 501226)	\$26.00
03/27/2024	Court Filing re: Notice and Acknowledgment of Receipt for Defendant (Invoice #: 514153)	\$12.95
05/30/2024	Filing of Summons and Complaint (Invoice #: 537404)	\$26.00
07/18/2024	Court Filing re: Case Management Statement (Invoice #: 555170)	\$33.70
07/26/2024	Court Filing re: Notice and Acknowledgment of Receipt for Defendant (Invoice #: 551365)	\$33.70
10/24/2024	Court Filing re: Joint Notice of Settlement (Invoice #: 591486)	\$33.70
10/28/2024	Delivery of Courtesy Copy: Joint Notice of Settlement (Invoice #: 591486CC)	\$124.95
	HUNTER ADR LLC	
08/20/2024	Plaintiff ¼ of Mediation	\$2,750.00
	PLANET DEPOS	
07/09/2024	Deposition: Exhibits and Processing Fee (Invoice #: 678451)	\$1,005.49
	DEPARTMENT OF INDUSTRIAL RELATIONS	
11/27/2023	PAGA Notice Fee	\$75.00
03/04/2024	PAGA Notice Fee	\$75.00
	Total Costs, fees and expenses	\$5,151.89

“Exhibit 4”

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- ☐ Nixon Peabody
- ☐ Norton Rose
- ☐ Nutter McInnenn
- ☐ O'Melveny & Myers
- ☐ Orrick Herrington
- ☐ Parker Poe
- ☐ Patton Boggs
- ☐ Paul Hastings
- ☐ Paul Weiss
- ☐ Pepper Hamilton
- ☐ Perkins Cole

Morrison & Foerster

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



By the Numbers: The Firms Report Their Billing Rates

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

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

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

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- ☐ Curtis, Mallet-Prevost
- ☐ Davis Graham
- ☐ Davis Polk
- ☐ Debevoise & Plimpton
- ☐ Dechert
- ☐ Dentons
- ☐ Dickstein Shapiro
- ☐ Dinsmore & Shohl
- ☐ DLA Piper
- ☐ Dorsey & Whitney
- ☐ Duane Morris

Cooley

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

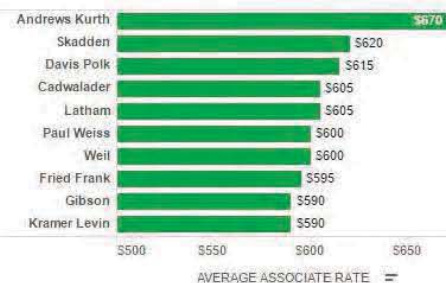
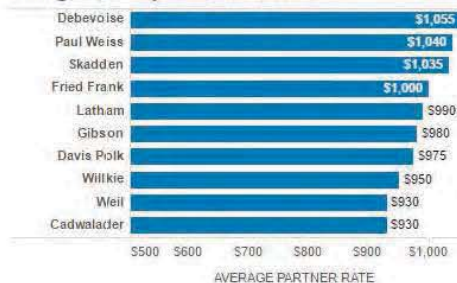


By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Kaye Scholer	New York	433	\$1,100	\$850	\$715	\$620	\$570	\$225
Kramer Levin	New York	328	\$1,025	\$800	\$675	\$600	\$550	\$200
Hogan Lovells	Washington	2,099	\$1,000	\$800	\$675	\$600	\$550	\$200
Kasowitz Benson	New York	280	\$1,000	\$800	\$675	\$600	\$550	\$200
Kirkland & Ellis	Chicago	1,471	\$950	\$750	\$625	\$550	\$500	\$175
Cooley	Palo Alto, Calif.	632	\$990	\$820	\$660	\$630	\$525	\$160
Arnold & Porter	Washington	700	\$950	\$750	\$625	\$550	\$500	\$175
Paul Hastings	New York	288	\$900	\$700	\$575	\$500	\$450	\$150
Curtis, Mallet-Prevost	New York	670	\$850	\$650	\$525	\$450	\$400	\$125
Winston & Strawn	Chicago	800	\$800	\$600	\$475	\$400	\$350	\$125
Bingham McCutchen	Boston	600	\$1,000	\$750	\$625	\$550	\$500	\$175
Akin Gump	Washington	800	\$1,000	\$750	\$625	\$550	\$500	\$175
Covington & Burling	Washington	770	\$900	\$700	\$575	\$500	\$450	\$150
King & Spalding	Atlanta	600	\$900	\$700	\$575	\$500	\$450	\$150

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

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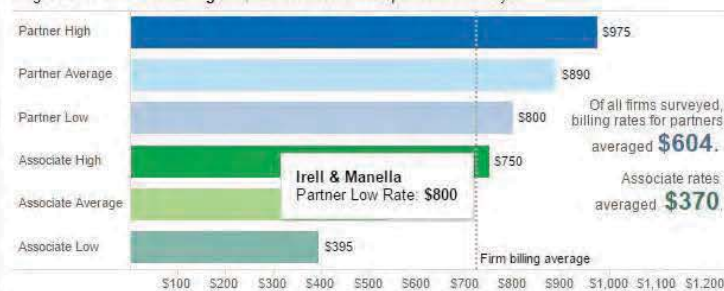
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- ☐ Hughes Hubbard
- ☐ Husch Blackwell
- ☐ Ice Miller
- ☒ Irell & Manella
- ☐ Jackson Kelly
- ☐ Jackson Lewis
- ☐ Jackson Walker
- ☐ Jeffer Mangels
- ☐ Jenner & Block

Irell & Manella

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



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Dechert	New York	1,100	\$1,100	\$850	\$650	\$750	\$550	\$350
Andrews Kurth	Houston	300	\$1,100	\$850	\$650	\$750	\$550	\$350
Hughes Hubbard	New York	300	\$1,100	\$850	\$650	\$750	\$550	\$350
Irell & Manella	Los Angeles	164	\$975	\$890	\$800	\$750	\$535	\$395
Proskauer Rose	New York	700	\$1,100	\$850	\$650	\$750	\$550	\$350
White & Case	New York	1,200	\$1,100	\$850	\$650	\$750	\$550	\$350
Morrison & Foerster	San Francisco	1,100	\$1,100	\$850	\$650	\$750	\$550	\$350
Pillsbury Winthrop	Washington	800	\$1,100	\$850	\$650	\$750	\$550	\$350
Kaye Scholer	New York	600	\$1,100	\$850	\$650	\$750	\$550	\$350
Kramer Levin	New York	500	\$1,100	\$850	\$650	\$750	\$550	\$350
Hogan Lovells	Washington	2,200	\$1,100	\$850	\$650	\$750	\$550	\$350
Kasowitz Benson	New York	2,000	\$1,100	\$850	\$650	\$750	\$550	\$350
Kirkland & Ellis	Chicago	1,500	\$1,100	\$850	\$650	\$750	\$550	\$350
Cooley	Palo Alto, Calif.	600	\$1,100	\$850	\$650	\$750	\$550	\$350

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

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- ☐ Morgan Lewis
- ☐ Morris Manning
- ☐ Morrison & Foerster
- ☐ Nixon Peabody
- ☐ Norton Rose
- ☐ Nutter McClennen
- ☒ O'Melveny & Myers
- ☐ Orrick Herrington
- ☐ Parker Poe
- ☐ Patton Boggs

O'Melveny & Myers

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



By the Numbers: The Firms Report Their Billing Rates

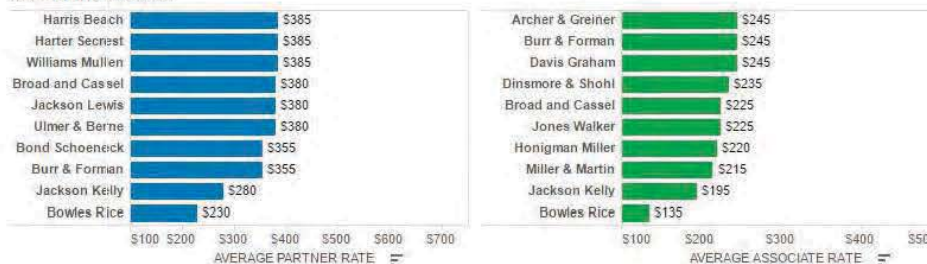
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,100	\$1,055	\$715	\$615	\$595	\$370	\$230
Dickstein Shapiro	Washington	800	\$1,050	\$700	\$600	\$580	\$360	\$220
Jenner & Block	Chicago	4,100	\$1,025	\$685	\$585	\$565	\$355	\$215
Jones Day	New York	3,300	\$875	\$575	\$475	\$455	\$255	\$155
Manatt Phelps	Los Angeles	900	\$715	\$415	\$315	\$295	\$195	\$95
Seward & Kissel	New York	900	\$675	\$375	\$275	\$255	\$155	\$95
O'Melveny & Myers	Los Angeles	738	\$950	\$715	\$615	\$595	\$370	\$230
McDermott Will	Chicago	1,000	\$815	\$515	\$415	\$395	\$295	\$195
Reed Smith	Pittsburgh	1,000	\$600	\$300	\$200	\$180	\$120	\$80
Dentons	N/A**	1,100	\$1,000	\$600	\$500	\$480	\$280	\$180
Jeffer Mangels	Los Angeles	800	\$675	\$375	\$275	\$255	\$155	\$95
Sheppard Mullin	Los Angeles	800	\$675	\$375	\$275	\$255	\$155	\$95
Alston & Bird	Atlanta	800	\$600	\$300	\$200	\$180	\$120	\$80
Foley Hoag	Boston	400	\$600	\$300	\$200	\$180	\$120	\$80

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

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NLJ'S BILLING SURVEY

Select a Firm

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

Orrick, Herrington & Sutcliffe

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



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	47	\$885	\$625	\$305	\$675	\$310	\$170
Kelley Drye	New York	238	\$415	\$345	\$245	\$385	\$245	\$135
Gardere Wynne	Dallas	235	\$775	\$625	\$305	\$675	\$310	\$170
Pepper Hamilton	Philadelphia	403	\$845	\$625	\$305	\$675	\$310	\$170
Orrick Herrington	San Francisco	977	\$945	\$625	\$305	\$675	\$310	\$170
Stevens & Lee	Reading, Pa.	167	\$845	\$625	\$305	\$675	\$310	\$170
Duane Morris	Philadelphia	800	\$775	\$625	\$305	\$675	\$310	\$170
Morgan Lewis	Philadelphia	1,334	\$775	\$625	\$305	\$675	\$310	\$170
Troutman Sanders	Atlanta	1,275	\$775	\$625	\$305	\$675	\$310	\$170
Allen Matkins	Los Angeles	167	\$645	\$525	\$245	\$595	\$245	\$135
Katten Muchin	Chicago	380	\$775	\$625	\$305	\$675	\$310	\$170
Lowenstein Sandler	Roseland, N.J.	204	\$775	\$625	\$305	\$675	\$310	\$170
Seyfarth Shaw	Chicago	1,000	\$845	\$625	\$305	\$675	\$310	\$170
Buchalter Niermer	Los Angeles	104	\$625	\$525	\$245	\$595	\$245	\$135

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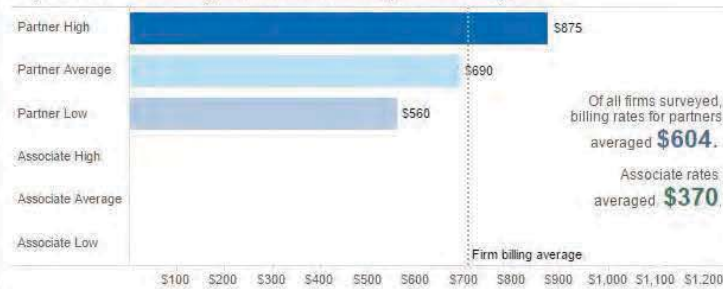
NLJ'S BILLING SURVEY

Select a Firm

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

Jeffer, Mangels, Butler & Mitchell

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



By the Numbers: The Firms Report Their Billing Rates

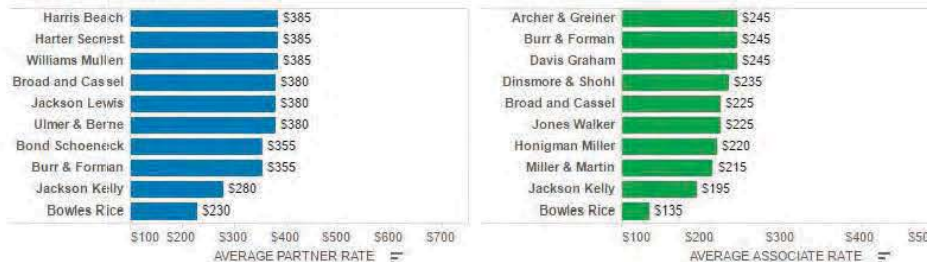
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,100	\$1,100	\$700	\$500	\$600	\$400	\$300
Dickstein Shapiro	Washington	800	\$1,000	\$600	\$400	\$500	\$300	\$200
Jenner & Block	Chicago	4,100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

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

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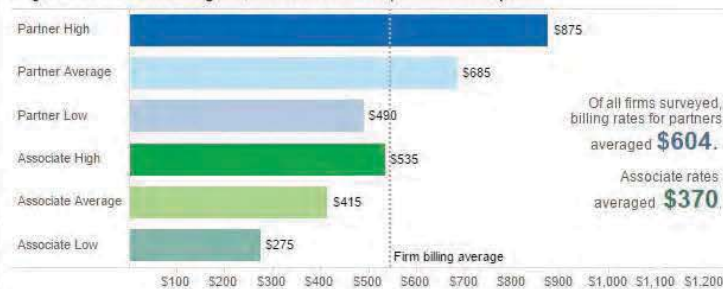
NLJ'S BILLING SURVEY

Select a Firm

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

Sheppard, Mullin, Richter & Hampton

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



By the Numbers: The Firms Report Their Billing Rates

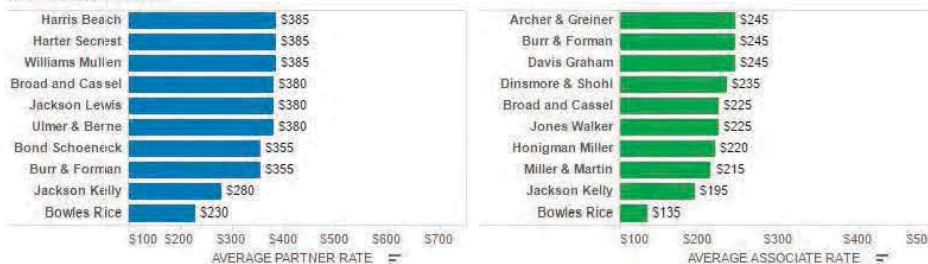
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Jeffer Mangels	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Sheppard Mullin	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Alston & Bird	Atlanta	521	\$875	\$685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

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NLJ'S BILLING SURVEY

Select a Firm

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

Buchalter Nemer

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



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Seyfarth Shaw	Chicago	731	\$695	\$611	\$475	\$375	\$365	\$350
Buchalter Nemer	Los Angeles	134	\$695	\$605	\$475	\$375	\$365	\$350
Carlton Fields	Tampa, Fla.	276	\$611	\$605	\$475	\$375	\$365	\$350
Foley & Lardner	Milwaukee	872	\$695	\$605	\$475	\$375	\$365	\$350
Perkins Coie	Seattle	822	\$695	\$605	\$475	\$375	\$365	\$350
Vinson & Elkins	Houston	877	\$695	\$605	\$475	\$375	\$365	\$350
Holland & Knight	Washington	808	\$695	\$605	\$475	\$375	\$365	\$350
McGuire Woods	Richmond, Va.	814	\$695	\$605	\$475	\$375	\$365	\$350
Bryan Cave	St. Louis	808	\$695	\$605	\$475	\$375	\$365	\$350
Nutter McClennen	Boston	736	\$695	\$605	\$475	\$375	\$365	\$350
Gibbons	Newark, N.J.	286	\$695	\$605	\$475	\$375	\$365	\$350
Cozen O'Connor	Philadelphia	888	\$695	\$605	\$475	\$375	\$365	\$350
Knobbe Martens	Irvine, Calif.	208	\$695	\$605	\$475	\$375	\$365	\$350
Kilpatrick Townsend	Atlanta	850	\$695	\$605	\$475	\$375	\$365	\$350

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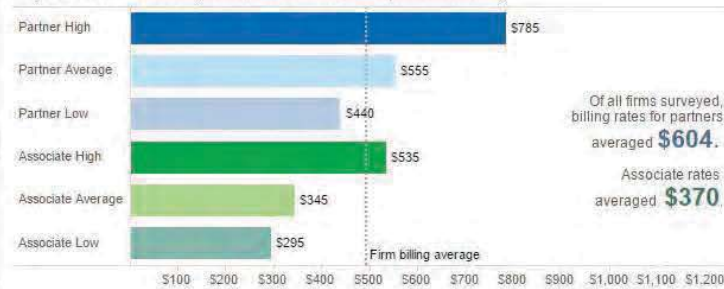
NLJ'S BILLING SURVEY

Select a Firm

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

Knobbe, Martens, Olson & Bear

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



By the Numbers: The Firms Report Their Billing Rates

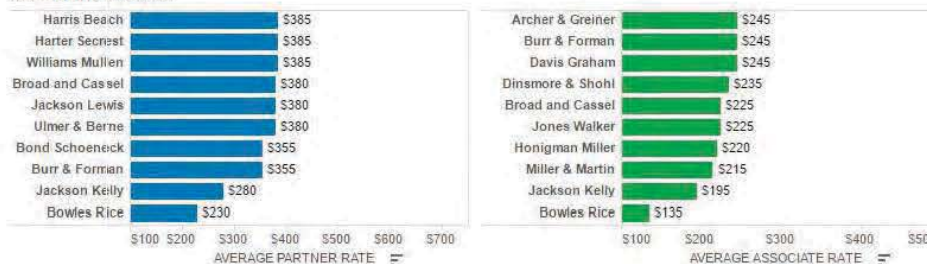
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	240	\$785	\$555	\$440	\$535	\$345	\$295
Cozen O'Connor	Philadelphia	240	\$785	\$555	\$440	\$535	\$345	\$295
Knobbe Martens	Irvine, Calif.	268	\$785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

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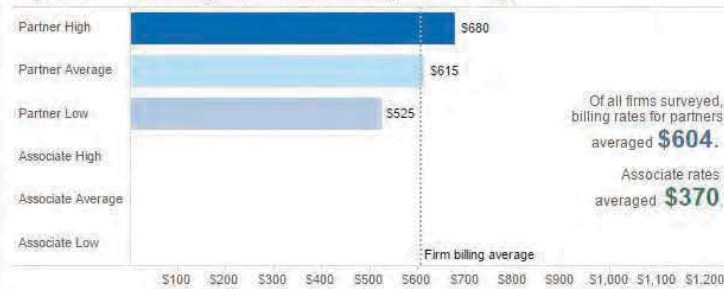
NLJ'S BILLING SURVEY

Select a Firm

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

Allen Matkins Leck Gamble Mallory & Natsis

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



By the Numbers: The Firms Report Their Billing Rates

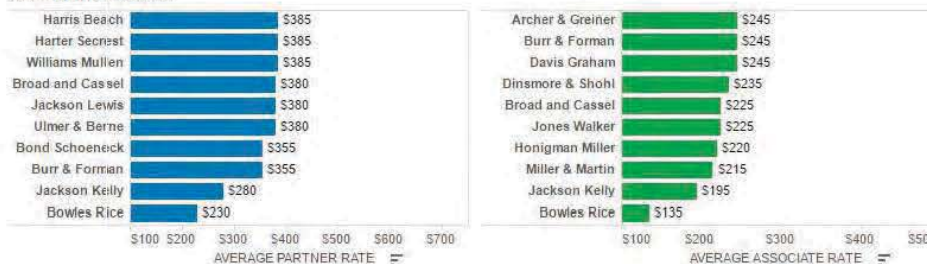
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	100	\$650	\$550	\$450	\$350	\$250	\$150
Kelley Drye	New York	250	\$600	\$500	\$400	\$300	\$200	\$100
Gardere Wynne	Dallas	150	\$600	\$500	\$400	\$300	\$200	\$100
Pepper Hamilton	Philadelphia	100	\$600	\$500	\$400	\$300	\$200	\$100
Orrick Herrington	San Francisco	100	\$600	\$500	\$400	\$300	\$200	\$100
Stevens & Lee	Reading, Pa.	100	\$600	\$500	\$400	\$300	\$200	\$100
Duane Morris	Philadelphia	100	\$600	\$500	\$400	\$300	\$200	\$100
Morgan Lewis	Philadelphia	100	\$600	\$500	\$400	\$300	\$200	\$100
Troutman Sanders	Atlanta	100	\$600	\$500	\$400	\$300	\$200	\$100
Allen Matkins	Los Angeles	187	\$680	\$615	\$525			
Katten Muchin	Chicago	100	\$600	\$500	\$400	\$300	\$200	\$100
Lowenstein Sandler	Roseland, N.J.	100	\$600	\$500	\$400	\$300	\$200	\$100
Seyfarth Shaw	Chicago	100	\$600	\$500	\$400	\$300	\$200	\$100
Buchalter Nierier	Los Angeles	100	\$600	\$500	\$400	\$300	\$200	\$100

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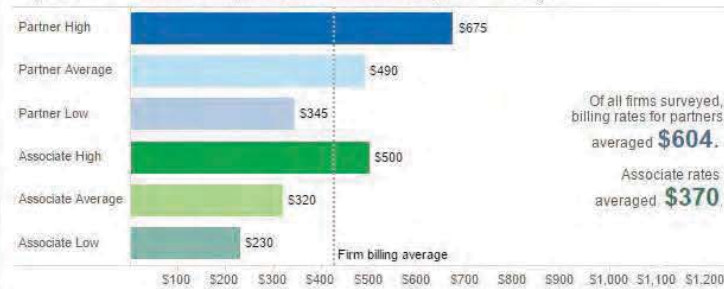
NLJ'S BILLING SURVEY

Select a Firm

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

Rutan & Tucker

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

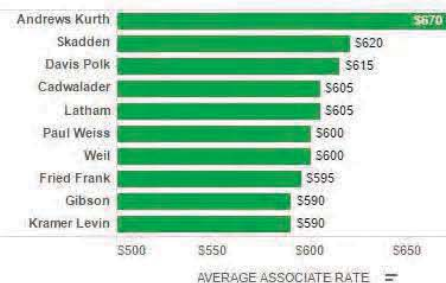
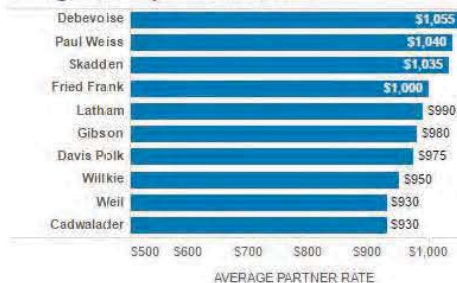


By the Numbers: The Firms Report Their Billing Rates

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

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

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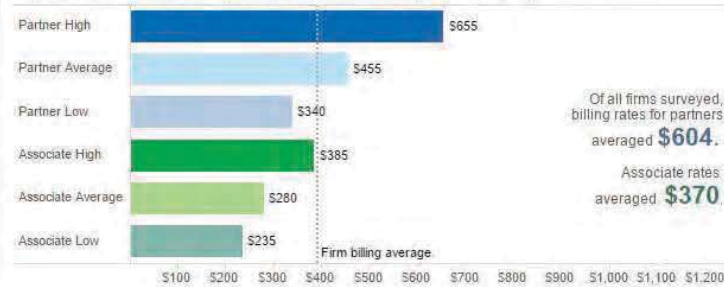
NLJ'S BILLING SURVEY

Select a Firm

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

Best Best & Krieger

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



By the Numbers: The Firms Report Their Billing Rates

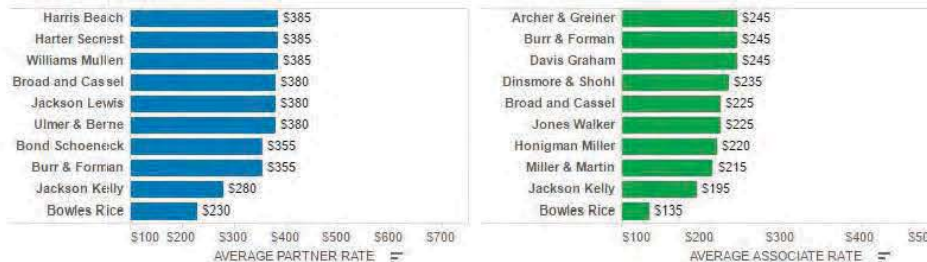
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Quarles & Brady	Milwaukee	475	\$650	\$450	\$350	\$380	\$280	\$230
Arnstein & Lehr	Chicago	1,100	\$650	\$450	\$350	\$380	\$280	\$230
Waller Lansden	Nashville, Tenn.	1,000	\$650	\$450	\$350	\$380	\$280	\$230
Benesch Friedlander	Cleveland	750	\$650	\$450	\$350	\$380	\$280	\$230
Best Best	Riverside, Calif.	175	\$655	\$455	\$340	\$385	\$280	\$235
Faegre Baker	Minneapolis	850	\$650	\$450	\$350	\$380	\$280	\$230
Riker Danzig	Morristown, N.J.	650	\$650	\$450	\$350	\$380	\$280	\$230
Baker & Hostetler	Cleveland	1,100	\$650	\$450	\$350	\$380	\$280	\$230
Ice Miller	Indianapolis	1,100	\$650	\$450	\$350	\$380	\$280	\$230
Parker Poe	Charlotte, N.C.	1,100	\$650	\$450	\$350	\$380	\$280	\$230
Michael Best	Milwaukee	450	\$650	\$450	\$350	\$380	\$280	\$230
Butzel Long	Bloomfield Hills, Mich.	750	\$650	\$450	\$350	\$380	\$280	\$230
McElroy Deutsch	Morristown, N.J.	750	\$650	\$450	\$350	\$380	\$280	\$230
Thompson Coburn	St. Louis	750	\$650	\$450	\$350	\$380	\$280	\$230

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

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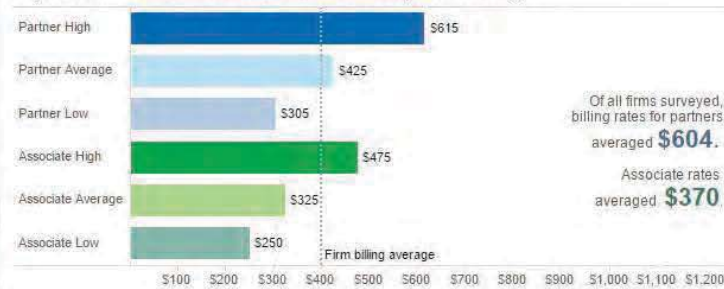
NLJ'S BILLING SURVEY

Select a Firm

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

Sedgwick

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



By the Numbers: The Firms Report Their Billing Rates

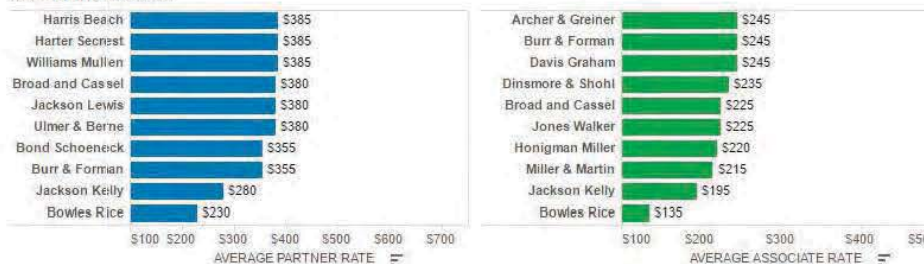
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Han	Denver	250	\$575	\$400	\$275	\$450	\$350	\$275
Bradley Arant	Birmingham, Ala.	250	\$575	\$400	\$275	\$450	\$350	\$275
Husch Blackwell	St. Louis	250	\$575	\$400	\$275	\$450	\$350	\$275
Lane Powell	Seattle	250	\$575	\$400	\$275	\$450	\$350	\$275
Shutts & Bowen	Miami	250	\$575	\$400	\$275	\$450	\$350	\$275
Connell Foley	Roseland, N.J.	250	\$575	\$400	\$275	\$450	\$350	\$275
Sedgwick	San Francisco	347	\$615	\$425	\$305	\$475	\$325	\$250
Gordon & Rees	San Francisco	250	\$575	\$400	\$275	\$450	\$350	\$275
Lathrop & Gage	Kansas City, Mo.	250	\$575	\$400	\$275	\$450	\$350	\$275
Strasburger & Price	Dallas	250	\$575	\$400	\$275	\$450	\$350	\$275
Wyatt Tarrant	Louisville, Ky.	250	\$575	\$400	\$275	\$450	\$350	\$275
Taft Stettinius	Cincinnati	250	\$575	\$400	\$275	\$450	\$350	\$275
Polsinelli	Kansas City, Mo.	250	\$575	\$400	\$275	\$450	\$350	\$275
Robinson & Cole	Hartford, Conn.	250	\$575	\$400	\$275	\$450	\$350	\$275

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

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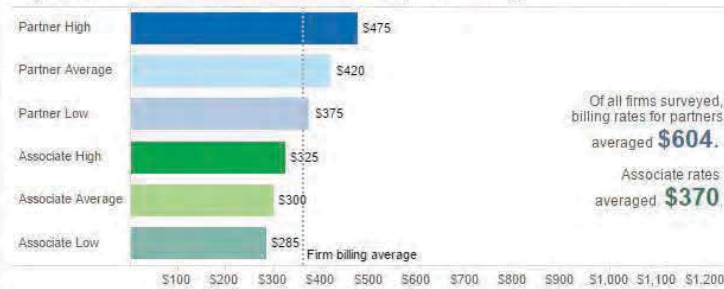
NLJ'S BILLING SURVEY

Select a Firm

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

Gordon & Rees

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



By the Numbers: The Firms Report Their Billing Rates

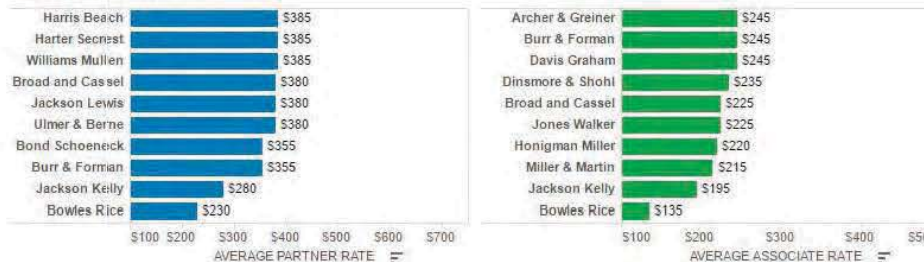
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Nard	Denver	125	\$475	\$420	\$375	\$325	\$300	\$285
Bradley Arant	Birmingham, Ala.	125	\$475	\$420	\$375	\$325	\$300	\$285
Husch Blackwell	St. Louis	125	\$475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

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NLJ'S BILLING SURVEY

Select a Firm

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

Jackson Lewis

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



By the Numbers: The Firms Report Their Billing Rates

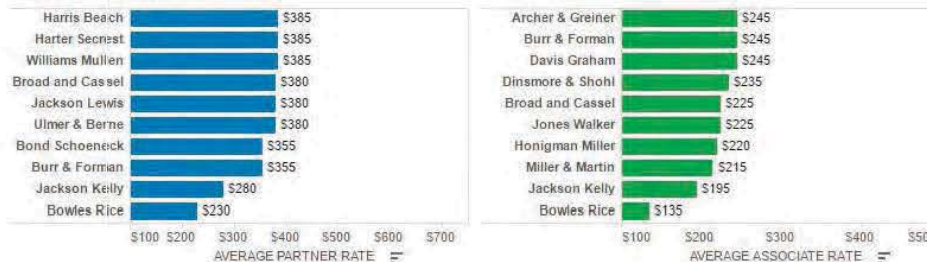
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Honigman Miller	Detroit	327	\$338	\$300	\$250	\$250	\$225	\$200
Varnum	Grand Rapids, Mich.	154	\$340	\$280	\$220	\$220	\$200	\$175
Harris Beach	Rochester, N.Y.	204	\$340	\$280	\$220	\$220	\$200	\$175
Harter Secrest	Rochester, N.Y.	154	\$340	\$280	\$220	\$220	\$200	\$175
Jones Walker	New Orleans	380	\$425	\$300	\$220	\$220	\$200	\$175
Miller & Martin	Chattanooga, Tenn.	150	\$325	\$280	\$215	\$215	\$200	\$175
Williams Mullen	Richmond, Va.	330	\$410	\$300	\$220	\$220	\$200	\$175
Broad and Cassel	Orlando, Fla.	400	\$340	\$300	\$220	\$220	\$200	\$175
Jackson Lewis	Los Angeles	690	\$440	\$380	\$310	\$315	\$290	\$275
Ulmer & Berne	Cleveland	178	\$310	\$280	\$215	\$215	\$200	\$175
Bond Schoeneck	Syracuse, N.Y.	184	\$320	\$280	\$215	\$215	\$200	\$175
Burr & Forman	Birmingham, Ala.	240	\$325	\$280	\$215	\$215	\$200	\$175
Jackson Kelly	Charleston, W.Va.	200	\$310	\$280	\$215	\$215	\$200	\$175
Bowles Rice	Charleston, W.Va.	150	\$310	\$280	\$215	\$215	\$200	\$175

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“Exhibit 5”

THE NATIONAL LAW JOURNAL

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A nationwide sampling of law firm billing rates

December 08, 2008

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fox Rothschild (440), Philadelphia

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

Fredrikson & Byron (233), Minneapolis

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

Frost Brown Todd (342), Cincinnati

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

Gardere Wynne Sewell (281), Dallas

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

Gibbons (230), Newark, N.J.

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

GrayRobinson (213), Orlando, Fla.

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

Greenberg Traurig (1,840), New York

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

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

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

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

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

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

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

Hogan & Hartson (1,175), Washington

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

Holland & Hart (406), Denver

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

Holme Roberts & Owen (228), Denver

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

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

Partners \$515-\$795

Associates \$275-\$510

Hughes Hubbard & Reed (334), New York

Partners \$625-\$875

Associates \$270-\$600

Husch Blackwell Sanders (629), St. Louis

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

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

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

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

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

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

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

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

Partners \$250-\$595

Associates \$180-\$405

Jenner & Block (482), Chicago

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

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

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

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

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

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

Kilpatrick Stockton (466), Atlanta

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

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

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

Kelley Drye & Warren (378), New York

Partners \$430-\$850

Associates \$255-\$520

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

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

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

Firmwide (median \$362)

Lane Powell (170), Seattle

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

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

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

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

Partners \$255-\$490

Associates \$180-\$265

Leonard, Street and Deinard (189), Minneapolis

Partners \$310-\$530

Associates \$200-\$315

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

Partners \$225-\$440

Associates \$140-\$305

Lindquist & Vennum (185), Minneapolis

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nixon Peabody (699), Boston

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

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

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

Patton Boggs (529), Washington

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

Pepper Hamilton (514), Philadelphia

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

Perkins Cole (632), Seattle

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

Phelps Dunbar (258), New Orleans

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

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

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

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

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

Quarles & Brady (450), Milwaukee

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

Reed Smith (1,558*), Pittsburgh

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

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

Robinson & Cole (215), Hartford, Conn.

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

Roetzel & Andress (227), Akron, Ohio

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stoel Rives (350), Portland, Ore.

Partners \$290-\$550

Associates \$170-\$365

Strasburger & Price (194), Dallas

Partners \$300-\$580

Associates \$185-\$395

Firmwide (average \$334)

Sullivan & Worcester (182), Boston

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

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

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

Sutherland Asbill & Brennan (429), Atlanta

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

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

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

Taft Stettinius & Hollister (337), Cincinnati

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

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

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

Thompson Coburn (344), St. Louis

Partners \$295-\$555

Associates \$170-\$400

Thompson Hine (396), Cleveland

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

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

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

Thompson & Knight (458), Dallas

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

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

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

Ulmer & Berne (176), Cleveland

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

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

Firmwide (average \$262)

Vedder Price (265), Chicago

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

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

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

Venable (569), Washington

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

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

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

White & Case (2,205), New York

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

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

Firmwide (average \$513)

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

Partners \$360-\$600

Associates \$215-\$375

Williams Mullen (326), Richmond, Va.

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

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

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

Winstead (281), Dallas

Partners \$365-\$655 (average \$465)
Associates \$215-\$385 (average \$282)
Firmwide (average \$390)

Winston & Strawn (1,004), Chicago

Partners \$400-\$975 (average \$622)
Associates \$210-\$625 (average \$376)
Firmwide (average \$448)

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

Partners \$285-\$750 (average \$448, median \$450)
Associates \$140-\$370 (average \$275, median \$275)
Firmwide (average \$248, median \$200)

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

Partners \$225-\$450 (average \$340, median \$345)
Associates \$180-\$255 (average \$210, median \$210)
Firmwide (average \$300, median \$310)

“Exhibit 6”

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

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

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

“Exhibit 7”

Salary Table 2023-DCB

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

Total Increase: 4.86%

Effective January 2023

Annual Rates by Grade and Step

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

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

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

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

“Exhibit 8”

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

Annual Rates by Grade and Step

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

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

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

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

“Exhibit 9”

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

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

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

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

“Exhibit 10”

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

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

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

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

“Exhibit 11”

PLACE NAME**FIPS**

Clark County, NV	32003
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Nye County, NV	32023
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Arizona**PLACE NAME****FIPS**

Mohave County, AZ	04015
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Los Angeles-Long Beach, CA**PLACE NAME****FIPS**

Imperial County, CA	06025
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Kern County, CA	06029
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Los Angeles County, CA	06037
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Orange County, CA	06059
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Riverside County, CA	06065
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San Bernardino County, CA	06071
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San Luis Obispo County, CA	06079
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Santa Barbara County, CA	06083
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Ventura County, CA	06111
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