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12 Attorneys for Plaintiff
13 Malachi Maynard

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF ALAMEDA

16 Malachi Maynard, in his individual and
17 representative capacity,

18 Plaintiff,

19 v.

20 TaskRabbit, Inc., IKEA North America
21 Services, LLC, IKEA US Retail LLC,
22 and DOES 1 through 10, inclusive,

23 Defendants.

CASE NO.: 21CV003513

**DECLARATION OF ALLEN GRAVES
IN SUPPORT OF MOTION FOR
APPROVAL OF INDIVIDUAL PAGA
SETTLEMENT, ATTORNEY FEES, AND
COSTS**

Date: April 3, 2025

Time: 10:00 AM

Dept: 23

Judge: Hon. Michael Markman

Reservation ID: 513243901220

1 I, Allen Graves, declare:

2 I am counsel of record for Plaintiff Malachi Maynard in the above-captioned
3 matter. I am licensed to practice law in the State of California and before this Court. I
4 have personal knowledge of the facts herein.

5 **A. Background of Plaintiff's Counsel**

6 1. I am a graduate of Michigan Law School and am principal at The Graves
7 Firm. The firm is dedicated to representing plaintiffs in employment litigation.

8 2. I have extensive experience and training in the area of misclassification
9 class and representative actions and other actions based on the California Labor Code.
10 After graduating with honors from the University of Michigan School of Law, I practiced
11 at Paul, Hastings, Janofsky and Walker ("Paul Hastings") from 1999 until 2004.

12 3. While at Paul Hastings, I specialized exclusively in employment litigation
13 and represented several of the nation's largest employers in wage and hour class actions.

14 4. During my tenure at Paul Hastings, that firm was ranked by *The American*
15 *Lawyer* as the best employment law practice in the United States.

16 5. Since leaving Paul Hastings, I have served as lead counsel in numerous
17 wage and hour class actions, and have an established history of obtaining substantial
18 recoveries for the employees that I represent. The class action cases in which I have
19 successfully served as lead counsel include: *Mills v. Bed Bath & Beyond* (BC316825);
20 *Madison v. Cedar Fair* (07CC01407); *Bonilla v. Regis Corporation* (30-2009-00329724);
21 *Mills v. Sur La Table* (BC421265); *Krueger v. California Institute of Technology*
22 (BC441480); *Williams v. The Sherwin-Williams Company* (CV080338); *Swain v. Ryder*
23 *Integrated Logistics, Inc.* (3:10-cv-04192-CRB); *Ortiz v. ARG* (30-2014-00726341-CU-
24 OE-CXC); *Barajas v. Marlu* (BC630452); *Thompson v. Target* (BC474522); *Ortega v.*
25 *Global Tel*Link* (BC636438); *Cullum v. Manheim* (30-2015-00772124-CU-OE-CXC);
26 *Gellman v. Adesa* (RIC1819601); *LaBorde v. Lyft* (BC707667); *Cubias v. Carl Karcher*
27 *Enterprises* (CORD4537); *Turrieta v. Lyft* (BC714153); *Ortiz v. Akash Management*
28 (JCCP 5214); and *Collins, et al. v. Golden Gate Bell* (MSC21-00956).

1 6. I have lectured and served as an instructor for Continuing Education of the
2 Bar (CEB), The Employers Group, and other professional organizations.

3 7. Jacqueline Treu has been employed as an associate attorney at The Graves
4 Firm since 2014 and has performed substantial work on this matter. Ms. Treu graduated
5 cum laude from the University of San Diego School of Law in 2006. During her 18
6 years of practice, Ms. Treu has had extensive experience in employment litigation, both
7 as a defense attorney with the firm of Troutman Sanders, and subsequently representing
8 plaintiffs in wage and hour class and PAGA actions, including nine years at The Graves
9 Firm. Ms. Treu has significant experience before the California Courts of Appeal, as
10 well as the Ninth Circuit, garnering several favorable published opinions before both
11 reviewing bodies.

12 8. Adrian Hernandez has been employed as an associate attorney at The
13 Graves Firm since 2023 and has performed substantial work on this matter under my
14 direct supervision. Mr. Hernandez received his juris doctorate from the University of
15 California, Los Angeles in 2018. Mr. Hernandez has had extensive experience in
16 employment litigation, first as an attorney with the firm of Hennig, Kramer, Ruiz &
17 Singh, where he handled a wide variety of employment matters and qui tam lawsuits
18 brought under the False Claims Act. While at The Graves Firm, Mr. Hernandez worked
19 exclusively on complex employment litigation, including work on wage and hour class
20 actions and PAGA litigation, and is also experienced with litigating wrongful
21 termination and discrimination claims. Mr. Hernandez is an active member of the
22 California Lawyers Association (CLA).

23 **B. History of Litigation and Arbitration**

24 9. The instant case required substantial work before it was filed. In addition
25 to interviewing Plaintiff and other Taskers regarding their claims, Plaintiff's counsel also
26 obtained and reviewed numerous documents and policies related to Defendants'
27 employment practices and policies prior to filing the case.
28

1 10. Plaintiff filed his Private Attorneys General Act (“PAGA”) Complaint on
2 December 3, 2021 (“Complaint”). As alleged in the Complaint, Plaintiff seeks penalties
3 on behalf of himself and the State of California with regard to alleged “aggrieved
4 employees” against Defendants under California Labor Code §2698, *et seq.* (“PAGA”),
5 predicated on Defendants’ alleged violation of the Labor Code and IWC Wage Orders.

6 11. On January 27, 2022, Defendants filed a motion to compel arbitration of
7 this matter.

8 12. On February 7, 2022, Defendants filed a motion to stay the instant matter
9 pending the United States Supreme Court’s decision in *Viking River Cruises, Inc. v.*
10 *Moriana*, 142 S. Ct. 1906 (2022) (“*Viking River*”), and the concurrently-pending motion
11 to compel individual arbitration of Plaintiff’s class claims in the Class Action matter.
12 Plaintiff opposed, arguing that he had opted out of the company’s arbitration program.

13 13. On March 29, 2022, the Court stayed this action pending the outcome of an
14 evidentiary hearing in the related *Maynard* Class Action matter, Case No. RG21114858,
15 as well as the United States Supreme Court’s decision in *Viking River*.

16 14. On June 15, 2022, the Supreme Court issued a decision in *Viking River*
17 with regard to the enforcement of arbitration agreements requiring plaintiffs to arbitrate
18 their individual PAGA claims.

19 15. On July 17, 2023, the California Supreme Court issued its decision in
20 *Adolph v. Uber Technologies, Inc.*, (Cal., S274671, July 17, 2023) 2023 WL 4553702,
21 which clarified aspects of the law and procedure concerning standing to bring
22 representative PAGA claims when an individual PAGA claim has been compelled to
23 arbitration.

24 16. On August 23, 2023, the Court entered an order compelling arbitration of
25 Plaintiff’s claims in the RG21114858 Class Action matter.

1 17. On October 25, 2024, Plaintiff filed a demand for arbitration with the
2 American Arbitration Association, titled *Malachi Maynard v. TaskRabbit, Inc., IKEA*
3 *North America Services, LLC, IKEA US Retail LLC, and Does 1 Through 10*, Case No.:
4 01-23-0004-8597.

5 18. On December 14, 2023, Defendants submitted their answer to Plaintiff's
6 arbitration demand, including counterclaims against Plaintiff for fraudulent deceit, breach
7 of contract, and malicious prosecution. Although Plaintiff strongly denies all the claims
8 against him, the risk and expense imposed by the counterclaims represents an exceptional
9 burden for an individual acting in a representative capacity for the benefit of others.

10 19. On May 17, 2024, the Parties entered into a settlement agreement that
11 would resolve Plaintiff's claims against Defendants, as well as the State's PAGA claims
12 only with regard to violations allegedly experienced by Plaintiff himself. Critically, the
13 settlement also releases all of Defendants' claims against Plaintiff. The settlement did
14 not compromise the claims of any other individual or any PAGA claims outside of the
15 violations allegedly experienced by Plaintiff himself.

16 20. On June 26, 2024, the Court entered an order denying approval of the
17 proposed settlement. The Court's concerns regarding the settlement included a lack of
18 money being paid to the State for the release of PAGA claims related to violations
19 allegedly experienced by Plaintiff.

20 21. On October 28, 2024, the Parties executed a revised settlement that they
21 believe addresses this Court's concerns, including an agreement that will include
22 Defendants making a substantial payment to the LWDA with regard to the release of
23 PAGA claims for violations allegedly experienced by Plaintiff.

24 22. Attached hereto as Exhibit 1 is a true and correct copy of the Revised
25 Settlement Agreement between the parties.

26 23. Attached hereto as Exhibit 2 is a true and correct copy of the blackline
27 between the prior May 17, 2024 proposed settlement and the October 28, 2024 revised
28 settlement.

1 **C. Value of Potential Penalties**

2 24. According to records produced by Defendants, Plaintiff worked a total of
3 41 weeks on Defendants' platform.

4 25. Assuming the initial violation rate and assigning the maximum possible
5 value to every recurring penalty associated with every cause of action, the maximum
6 penalty recovery for violations purportedly experienced by Plaintiff would be
7 \$99,500.00. That value breaks down as follows:

8 26. **Penalties for Misclassification.** Labor Code §226.8 states that it is
9 unlawful for any employer to engage in "willful misclassification of an individual as an
10 independent contractor," and imposes a minimum penalty of \$10,000 for a single
11 violation.

12 27. **Penalties for Failure to Pay Overtime Wages.** Labor Code §558
13 provides for a recurring penalty of \$50 for the first violation pay period and \$100 for
14 every subsequent violation pay period. The maximum estimated penalty is \$4,200.

15 28. **Penalties for Untimely Payment of Wages.** Labor Code §210 provides a
16 recurring penalty of \$100 for the first violation pay period and \$200 for every subsequent
17 violation pay period in which wages were not timely paid. The maximum estimated
18 penalty is \$8,300.

19 29. **Penalties for Failure to Provide Paystubs.** Labor Code §226.3 provides a
20 recurring penalty for failure to provide a paystub of \$250 per pay period for the first
21 violation and \$1,000 for subsequent violations. The maximum possible penalty estimated
22 in this case is \$41,250.

23 30. **Penalties for Failure to Reimburse.** With no civil penalty specific to
24 Labor Code §2802, Plaintiff applied the Labor Code §2699(f) civil penalty finding a
25 maximum potential liability of \$8,300.

26 31. **Penalties for Failure to Record Hours Worked.** With no civil penalty
27 specific to Labor Code §1198, Plaintiff's analyses applied the Labor Code §2699(f) civil
28 penalty finding a maximum potential liability of \$8,300.

1 32. **Penalties for Failure to Provide Pre-Hire Notice.** With no civil penalty
2 specific to Labor Code §1198, Plaintiff’s analyses applied the Labor Code §2699(f) civil
3 penalty finding a maximum potential liability of \$8,300.

4 33. **Penalties for Failure to Store Records.** Labor Code §1174.5 imposes a
5 \$500 penalty for employers who fail to maintain accurate and complete payroll records.
6 The maximum estimated penalty for Plaintiff is \$500.

7 34. **Penalties for Failure to Pay Minimum Wages.** Labor Code §1197.1
8 provides a recurring penalty for failure to pay minimum wages of \$100 per pay period for
9 the first violation and \$250 for subsequent violations. The maximum estimated penalty
10 for Plaintiff is \$10,350.

11 35. The foregoing values represent the maximum theoretical value without
12 accounting multiple issues that can reduce the recovery including cases that challenge
13 penalty stacking and the Court’s ability to impose a discretionary reduction to penalties.

14 **D. Attorney Fees and Costs**

15 36. Based on my 25 years of experience in the California employment law
16 marketplace, I believe that my hourly rate and the rates charged for the attorneys I
17 employ at The Graves Firm are in line with the market rate for attorneys of our
18 experience, skill, and knowledge.

19 37. Multiple courts have explicitly approved my hourly rate and those of my
20 associates and staff as reasonable, and no court has ever calculated my fees on the basis
21 of a lower hourly rate than that billed by my firm.

22 38. The Request for Judicial Notice, filed concurrently herewith, sets forth
23 opinions from multiple courts approving my hourly rate. All of those opinions similarly
24 approved all The Graves Firm associate attorney and paralegal rates. No court has ever
25 rejected or found The Graves Firm rates to be excessive.

26 39. In August 2018, Judge Amy D. Hogue, filling in for Judge Ann Jones of the
27 Los Angeles Superior Court Complex Division, approved my then-current rate of \$625
28 per hour as “reasonable and appropriate in light of Counsel’s skill and experience.”

1 40. In 2020, Judge Sunshine S. Sykes of the Riverside Superior Court Complex
2 Division approved those rates as “reasonable and appropriate in light of Counsel’s skill
3 and experience.” The court made the same finding with regard to the hourly rates for
4 each of two associates and the current paralegal who billed time to this case.

5 41. In 2021, this Court approved my then-current hourly rate as reasonable and
6 appropriate, and made the same finding with regard to the then-current hourly rates for
7 each of the associates and the current paralegal who billed time to this case.

8 42. In 2021, Judge Thomas Anderle of the Santa Barbara Superior approved
9 my then-current hourly rate of \$685 per hour and also approved the then-current rates for
10 associate attorneys Jacqueline Treu (\$565/hour) and Jenny Yu (\$510/hour) as well as
11 paralegal staff at \$195/hour. Judge Anderle found that these rates were “reasonable and
12 appropriate in light of his skill and experience.”

13 43. Since 2021, The Graves Firm rates have increased twice, with the most
14 recent increase being in January 2023. Both rate increases have been consistent with the
15 rate of inflation. The current rates at The Graves Firm are: Allen Graves (\$795/hour),
16 Jacqueline Treu (\$715/hour), Adrian Hernandez (\$625/hour), and paralegal time at
17 \$210/hr.

18 44. In addition to being approved by multiple courts, the rates listed here are
19 the same rates my office charges clients for whom we perform work on an hourly basis.
20 My firm is regularly engaged in matters for which attorney and paralegal time is billed
21 and paid at these rates. During the time this action has been pending, approximately 20%
22 of The Graves Firm’s practice has come from hourly fee-paying clients and more than a
23 dozen clients have paid the hourly rates described here.

24 45. My hourly rates have also been reviewed and supported by an expert in
25 attorney fees, Richard M. Pearl.

26 46. Attached hereto as Exhibit 3 is a true and correct copy of the Declaration of
27 Richard M. Pearl, a nationally recognized scholar and leading expert in the field of
28 attorney fees. Mr. Pearl is the author of California Attorney Fee Awards, 2d Ed. (Calif.

1 Cont. Ed. of Bar 1994) and California Attorney Fee Awards (3d ed Cal. CEB 2010).
2 Pearl examines The Graves Firm's rates at pages 21 through 29 of Exhibit 3 and
3 concludes that "the Graves firm's hourly rates are reasonable."

4 47. Litigating this case while the United States Supreme Court decision in
5 *Viking River* was pending, and after *Viking River* but prior to the ruling in *Adolph*,
6 created significant uncertainty. Both Plaintiff and myself faced a risk of total loss.

7 48. I have worked on this case for more than 3 years. My office has advanced
8 the costs of litigation and invested hundreds of billable hours of work in this case without
9 any guarantee of being paid, and without any date certain for payment.

10 49. My office engaged in extensive arbitration-related discovery in preparation
11 for the Parties' evidentiary hearing, including serving to written discovery and
12 conducting the deposition of five witnesses identified by Defendants.

13 50. This matter also required extensive motion practice, including: two separate
14 oppositions to motions to compel arbitration, two separate motions to compel discovery,
15 multiple informal discovery conferences, opposition to Defendants' opposition to remote
16 proceeding, a motion for reconsideration, and opposition to Defendants' motion to stay
17 pending the *Viking River* ruling.

18 51. Throughout the instant litigation, my practice has been extremely busy, to
19 the point where I have regularly had to turn away would-be clients and refer them to
20 other attorneys. In particular, I have turned away individual cases for which my
21 compensation would have been 40-45% of the total recovery.

22 52. The fee agreement between Plaintiff and my office provides for a 35% fee
23 and for reimbursement of all out-of-pocket expenses.

24 53. Including projected time for work following settlement approval, my office
25 worked 907.6 hours on this case. The total value of the time worked on this case before
26 any multiplier or adjustment is \$561,643.00. The requested fee of \$46,816.46 represents
27 less than 10% of the actual time billed in this matter.
28

1 54. Attached hereto as Exhibit 4 is a true and correct record of the time that I
2 and other members of my office have worked on this case.

3 55. My office has advanced \$18,580.29 in outstanding costs in connection with
4 this matter. Attached hereto as Exhibit 5 is a true and correct report of the costs advanced
5 by my office in this matter.

6 **E. Notice to LWDA**

7 56. My office has given notice to the LWDA of the Settlement and the instant
8 Motion. Plaintiff has provided notice of the Settlement, including a copy of the
9 Settlement Agreement and the instant pleadings, to the LWDA. A true and correct copy
10 of the LWDA's confirmation of receipt of the instant motion is attached hereto as
11 Exhibit 6.

12
13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct. Executed on December 27, 2024 in Sierra Madre,
15 California.

16 

17 _____
18 ALLEN GRAVES
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SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is entered into as of

October 24, 2024

by and among TaskRabbit, Inc. (“TaskRabbit”), IKEA North America Services, LLC, IKEA US Retail LLC (collectively, “IKEA”) and

Malachi Maynard
 (“Releasor” or “you”).

TaskRabbit, IKEA, and Releasor are individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

- A. TaskRabbit is a communications platform which enables the connection between users for the completion of task services, and Releasor is a user of TaskRabbit who performs task services through the TaskRabbit platform (a “Tasker”).
- B. A dispute has arisen between Releasor and TaskRabbit regarding Releasor’s time as a Tasker.
- C. On or about September 29, 2021, Releasor filed a notice with the California Labor and Workforce Development Agency (“LWDA”) pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA,” Lab. Code § 2698, et seq.) for alleged violations of the California Labor Code (the “PAGA Notice”).
- D. On or about October 5, 2021, Releasor filed a class action complaint against TaskRabbit and IKEA in Alameda County Superior Court, entitled *Malachi Maynard v. TaskRabbit, Inc., IKEA North America Services, LLC, IKEA US Retail LLC, and Does 1 through 10*, Case No. RG21114858 (the “Class Action”). The complaint alleges various violations of the California Labor Code.
- E. On or about December 3, 2021, Releasor filed a purported representative action against TaskRabbit and IKEA pursuant to PAGA in Alameda Superior Court, entitled *Malachi Maynard v. TaskRabbit, Inc., IKEA North America Services, LLC, IKEA US Retail LLC, and Does 1 through 10*, Case No. 21CV003513 (the “PAGA Action”).

F. On or about May 24, 2023, the Superior Court stayed the Class Action pending arbitration of Releasor's individual claims in that action. On September 28, 2023, the Parties stipulated to arbitrate Releasor's individual PAGA claims along with the individual claims in the Class Action ordered to arbitration by the Court and stipulated to stay Plaintiff's non-individual PAGA claims pending the conclusion of the arbitration. On October 2, 2023, the Superior Court stayed the PAGA Action in its entirety.

G. On or about October 25, 2023, Releasor filed a demand for arbitration with the American Arbitration Association, titled *Malachi Maynard v. TaskRabbit, Inc., IKEA North America Services, LLC, IKEA US Retail LLC, and Does 1 Through 10*, Case No.: 01-23-0004-8597 (the "Arbitration"). TaskRabbit and IKEA submitted their answer to Releasor's arbitration demand, including counterclaims against Releasor for fraudulent deceit, breach of contract, and malicious prosecution, on or about December 14, 2023.

F. The Parties previously executed a May 17, 2024 Settlement Agreement and Release, for which the Parties sought approval from the Court by motion, and which the Court denied without prejudice on June 6, 2024, citing the need for distribution of payments related to the PAGA Action and the need for information regarding attorneys' fees. Accordingly, the Parties have further agreed, as set forth below, to an additional \$15,000.00 payment from TaskRabbit in settlement of Mr. Maynard's individual claims in the PAGA Action and allocated to Mr. Maynard and the Labor and Workforce Development Agency ("LWDA"), as required under PAGA.

E. The Parties continue to desire to amicably resolve and settle any potential claims and causes of action they may have against each other relating the Class Action, PAGA Action, and Arbitration and intend to enter into a final and full settlement of all claims.

AGREEMENT

In consideration of the mutual covenants and promises set forth below and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Compromise Payment.**

(a) In full and final settlement of all claims that Releasor has or may have against TaskRabbit and/or IKEA, TaskRabbit will pay the gross sum of One Hundred and Thirty-Five Thousand Dollars and No Cents (\$135,000.00). The Compromise Payment shall be made as follows:

1. One check payable to The Graves Firm in the amount of \$65,396.75 for attorneys' fees and costs. TaskRabbit shall report this payment on IRS Form 1099 to the Graves firm and only the Graves firm. This check and associated IRS Form 1099 shall be mailed directly to The Graves Firm, 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA, 91024.
2. One check payable to Malachi Maynard in the amount of \$54,603.25 as and for penalties and interest sought in the Class Action for Mr. Maynard's individual claims. TaskRabbit shall report this payment on IRS Form 1099. This check and associated IRS Form 1099 shall be mailed directly to Malachi Maynard at Malachi Maynard, 181 North Society RD, Canterbury, CT 06331.
3. One check payable to Malachi Maynard in the amount of \$3,750.00, Mr. Maynard's 25% share of the agreed amount of \$15,000.00, as and for penalties and interest sought in the PAGA Action for Mr. Maynard's individual PAGA claims. TaskRabbit shall report this payment on IRS Form 1099. This check and associated IRS Form 1099 shall be mailed directly to Malachi Maynard at Malachi Maynard, 181 North Society RD, Canterbury, CT 06331.
4. One check payable to LWDA in the amount of \$11,250.00, the LWDA's 75% share of the agreed amount of \$15,000.00, as and for penalties and interest sought in the PAGA Action on or Mr. Maynard's individual PAGA claims. This check shall be mailed directly to Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102, accompanied by a copy of the Order approving settlement of the PAGA Action.
5. Releasor acknowledges that TaskRabbit and IKEA have not provided him any tax advice in connection with the Compromise Payment or this Agreement. Releasor shall indemnify and hold harmless TaskRabbit and IKEA for any taxes, interest, penalties, or other sums assessed by any federal, state, or local taxing authority on any sum paid pursuant to this Agreement for his failure to pay any applicable taxes, or for any attorneys' fees or costs incurred by TaskRabbit and IKEA in connection therewith.

2. **Settlement Approval and Dismissals**

- (a) Within 60 days of execution of this agreement by all parties, Plaintiff shall file with the trial court presiding over the Class Action and PAGA Action a Motion for Approval of this Agreement, and a motion for approval of the attorneys' fees payment under this Agreement.

(b) TaskRabbit shall pay the Compromise Payment within fifteen (15) business days of the date TaskRabbit receives the last of (1) a W9 from Malachi Maynard; (2) a W9 from The Graves Firm; and (3) an order from the trial court approving this Agreement.

(c) No later than fourteen (14) days after payment from TaskRabbit for all sums due under this Agreement, the Parties shall prepare, execute, and file the following:

(a) A notification terminating the Arbitration. The notification shall be submitted to the arbitrator and case administrator in the Arbitration and shall dismiss all of Releasor's claims in the Arbitration and TaskRabbit and IKEA's claims in the Arbitration against Releasor in their entirety, with prejudice. The Parties further agree to take any and all additional necessary steps to ensure that the Arbitration is dismissed in its entirety, with prejudice as to all parties' claims.

(b) A Stipulation of Voluntary Dismissal of the Class Action in its entirety, with prejudice as to Releasor's individual claims and without prejudice as to the non-individual Class Claims. The stipulation must be filed with the Court in the Class Action. It shall state that Releasor has waived his ability to bring a class action complaint under his arbitration agreement with TaskRabbit, and that Releasor is dismissing his individual claims in the Class Action in their entirety, with prejudice. Releasor further agrees that he shall take any and all additional necessary steps to ensure that the Class Action is dismissed in its entirety.

(c) A Stipulation of Voluntary Dismissal of the PAGA Action in its entirety, with prejudice as to Releasor's individual claims and without prejudice as to his non-individual PAGA claims, noting that as part of the parties' confidential settlement that the Releasor has stipulated that he is not an "aggrieved employee" under PAGA (Lab. Code section 2699, subd. (c)). The stipulation must be filed with the Court in the PAGA Action. Releasor further agrees that he shall take any and all additional necessary steps to ensure that the PAGA Action is dismissed in its entirety.

3. **Releases and Representations.**

(a) Effective upon approval of this Agreement, and payment of all sums due under this agreement, Releasor hereby forever generally and completely releases and discharges TaskRabbit, IKEA, their parents, subsidiaries and affiliates, all current and former directors, officers, partners (both general and limited), employees, and agents of TaskRabbit and IKEA, their parents, subsidiaries, and affiliates, and all others (collectively, the "Released Parties"), of and from any and all claims and demands of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, including (without limitation) claims and

demands for damages actual, consequential, and exemplary arising, accruing, or existing out of or in any way related to agreements, events, acts, or conduct at any time prior to and including the date and time Releasor executes this Agreement, including but not limited to all claims and demands arising out of or in any way connected with Releasor's work as a Tasker, the Class Action, the PAGA Action, or the Arbitration; claims for or related to any failure to pay all wages owed, failure to pay all wages owed upon termination, failure to provide an accurate itemized pay stub, failure to provide equipment or reimburse business expenses, failure to provide reporting time pay, failure to pay minimum wage, failure to provide breaks, willful misclassification, failure to provide reporting time pay, and failure to provide hiring notice; claims for damages, penalties, interest, attorneys' fees, costs, or any other relief pursuant to any federal, state or local law, statute, or cause of action, including (without limitation) the California Labor Code (including, but not limited to, Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226(e), 226.8, 510, 512, 1182, 1194, 1197, 1197.1, 1198, 1199, 2698, 2802, and 2810.5 et seq.) and the wage orders promulgated thereunder, California Civil Code section 3294, California Code of Civil Procedure section 1021.5, California Business & Professions Code (including, but not limited to, section 17200 thereof), the federal Fair Labor Standards Act, the federal Civil Rights Act of 1964, as amended, the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967, as amended (the "ADEA"), the federal Family Medical Leave Act, the California Fair Employment and Housing Act, as amended, and the California Family Rights Act; and claims under any other employment-related law, whether created by statute or grounded in tort law, contract law, or otherwise.

- (b) Effective upon execution of this Agreement, Releasor hereby represents that, with the exception of the Class Action, PAGA Action, and Arbitration, Releasor has not filed any complaints, claims, or actions against TaskRabbit, IKEA or any of the Released Parties with any state, federal, or local agency or court, and Releasor agrees not to do so at any time hereafter with regard to any claims released by this Agreement. As consideration, in part, for this Agreement, Releasor promises and agrees never to pursue any claim that he has released in Paragraph 2(a) of this Agreement, whether by means of a lawsuit, arbitration, or otherwise, and whether as a named plaintiff, class member, aggrieved employee, or otherwise. Releasor further certifies and agrees that except for the PAGA Notice, he has not filed and will not at any time in the future file any PAGA notice with the LWDA or any PAGA action against TaskRabbit, IKEA or any Released Parties on behalf of himself, the State of California, or any allegedly aggrieved employees based on alleged violations that occurred or may be alleged to have occurred at any time through and including the date Releasor executes this Agreement.

- (c) In exchange for the payments required by this Agreement, and effective upon payment of all sums due under this Agreement and court approval of this Agreement, Releasor represents that he is not an “aggrieved employee” under PAGA and, upon approval of this Agreement and payment of all sums due under this Agreement, expressly waives and relinquishes any right or authority he may otherwise have had to pursue, participate in, or recover from any claim for civil penalties against TaskRabbit, IKEA or any Released Parties as an allegedly “aggrieved employee” under PAGA.
- (d) In exchange for the payments required by this Agreement, and effective upon payment of all sums due under this Agreement and court approval of this Agreement, Releasor expressly waives and relinquishes any right or authority he may otherwise have had to pursue, participate in, or recover from any class action claim against TaskRabbit, IKEA, or any Released Parties.
- (e) Releasor has been fully advised by his attorney of the contents of section 1542 of the Civil Code of the State of California, and that section and the benefits thereof are hereby expressly waived by him. Section 1542 reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

- (f) Effective upon approval of this Agreement, TaskRabbit and IKEA hereby forever generally and completely release and discharge Releasor of and from any and all claims and demands of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, including (without limitation) claims and demands for damages actual, consequential, and exemplary arising, accruing, or existing out of or in any way related to agreements, events, acts, or conduct at any time prior to and including the date and time TaskRabbit and IKEA execute this Agreement, including but not limited to all claims and demands arising out of or in any way connected with Releasor’s work as a Tasker, the Class Action, the PAGA Action, or the Arbitration; claims for or related to fraudulent deceit, breach of contract, or malicious prosecution; claims for damages, penalties, interest, attorneys’ fees, costs, or any other relief pursuant to any federal, state or local law, statute, or cause of action, including (without limitation) the California Civil Code section 1709.
- (g) Excluded from the general release set forth in this Paragraph 3 are any claims or rights which cannot be waived by law, including (without limitation) claims under the workers’ compensation laws or for unemployment benefits. Nothing in this Agreement limits

Releasor's right to file a charge with an administrative agency such as the U.S. Equal Employment Opportunity Commission, National Labor Relations Board, or any other federal, state, or local agency charged with the enforcement of any laws or to participate in any agency investigation; provided, however, by signing this Agreement Releasor is waiving his right to recover money or other individual relief in connection with any such charge, whether filed by him, an agency, or a third party, except where such a waiver of individual relief is prohibited.

4. **No Admission of Liability.** The Parties acknowledge and agree that the execution of this Agreement is the result of a compromise and is entered into in good faith and shall never for any purpose be considered an admission of liability or responsibility concerning any of the claims referred to herein, and no past or present wrongdoing on the part of any of the Parties shall be implied by such Agreement. This Agreement and any terms or conditions contained herein shall not be used as evidence of liability in any other proceeding involving any of the Parties.

5. **Non-Disparagement.** Releasor shall not criticize, ridicule or make any statement (written or verbal) which disparages or is derogatory of TaskRabbit, IKEA or their parents or affiliates or any of their directors, officers or employees.

6. **Authority to Sign.** You covenant, agree, represent and warrant that you are authorized and empowered to enter into and execute this Agreement. This Agreement is binding upon and shall inure to the benefit of the Parties' heirs, successors, and assigns.

7. **No Transfer or Assignment of Claims.** You represent and warrant that you have not heretofore collectively or individually assigned or transferred, or purported to have assigned or transferred to anyone, any debt, judgment, claim, liability, demand, action, cause of action, or any interest therein, based upon or arising out of or pertaining to, concerning or connected with any matters released herein.

8. **Void if Not Approved**

This agreement is subject to approval by the trial court overseeing the Class Action and PAGA action. In the event the agreement is not approved it shall be void in its entirety and the parties shall be restored to their position prior to the execution of this Agreement. In the event this agreement is not approved, there shall be no release of claims by either party and nothing in this agreement may be used by either party for any purpose.

9. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to giving effect to conflicts of law rules.

(b) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, affiliates, representatives, partners, agents, officers, employees, heirs and personal representatives, whether past, present or future, and permitted assigns. No Party may assign its rights hereunder without the prior written consent of the other Parties.

(c) **Expenses.** Each Party shall pay its own costs and expenses, including without limitation, legal costs, incurred in connection with this Agreement. In the case of breach of this Agreement, should legal action be necessary to enforce any term hereof, the prevailing party shall be entitled to recover all attorney's fees and expenses incurred in enforcing its rights hereunder.

(d) **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions shall be resolved by final and binding arbitration in Los Angeles before a single mutually-agreed-upon arbitrator at the American Arbitration Association ("AAA") or any other mutually agreed upon arbitration provider, pursuant to the applicable AAA Employment Arbitration Rules and Procedures ("Rules") then in effect. In the event the Parties cannot agree on an arbitrator, the AAA arbitrator selection rules shall apply. Questions of arbitrability and jurisdiction shall be decided by the arbitrator.

(e) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the matters that it covers, and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties with respect to such matters. The Parties acknowledge that no promise or inducement has been offered except as set forth in this Agreement and that they execute this Agreement without reliance upon any statement or representation other than what is contained in this Agreement.

(f) **Amendments.** This Agreement may be amended, canceled, revoked, or otherwise modified only by written agreement signed by each of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

RELEASOR:

Malachi Maynard

Signature

Malachi Maynard

Print Name

Canterbury, CT 06331

City, State and Zip Code

TASKRABBIT:

Signature

Print Name

RELEASOR:

Signature

Print Name

City, State and Zip Code

TASKRABBIT:

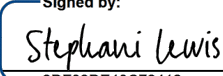
Benjamin Edelhart

Signature

Benjamin Edelhart

Print Name

IKEA NORTH AMERICA SERVICES, LLC:

Signed by:

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Signature
Stephani Lewis

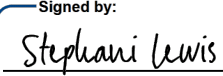
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Amanda Wickstrom

Print Name

IKEA US RETAIL LLC:

Signed by:

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Stephani Lewis

Print Name

Signed by:

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Signature
Amanda Wickstrom

Print Name

Compare Results

Old File:

**TaskRabbit-Maynard Settlement v5P
FINAL.pdf**

9 pages (177 KB)
10/29/2024 9:19:53 AM

versus

New File:

**TaskRabbit-Maynard Revised Settlement 5D
for execution.pdf**

10 pages (178 KB)
10/25/2024 11:35:47 AM

Total Changes

25

Text only comparison

Content

- 10 Replacements
- 13 Insertions
- 2 Deletions

Styling and
Annotations

- 0 Styling
- 0 Annotations

Go to First Change (page 1)

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is entered into as of

October 24, 2024

by and among TaskRabbit, Inc. (“TaskRabbit”), IKEA North America Services, LLC, IKEA US Retail LLC (collectively, “IKEA”) and

Malachi Maynard
 (“Releasor” or “you”).

TaskRabbit, IKEA, and Releasor are individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

- A. TaskRabbit is a communications platform which enables the connection between users for the completion of task services, and Releasor is a user of TaskRabbit who performs task services through the TaskRabbit platform (a “Tasker”).
- B. A dispute has arisen between Releasor and TaskRabbit regarding Releasor’s time as a Tasker.
- C. On or about September 29, 2021, Releasor filed a notice with the California Labor and Workforce Development Agency (“LWDA”) pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA,” Lab. Code § 2698, et seq.) for alleged violations of the California Labor Code (the “PAGA Notice”).
- D. On or about October 5, 2021, Releasor filed a class action complaint against TaskRabbit and IKEA in Alameda County Superior Court, entitled *Malachi Maynard v. TaskRabbit, Inc., IKEA North America Services, LLC, IKEA US Retail LLC, and Does 1 through 10*, Case No. RG21114858 (the “Class Action”). The complaint alleges various violations of the California Labor Code.
- E. On or about December 3, 2021, Releasor filed a purported representative action against TaskRabbit and IKEA pursuant to PAGA in Alameda Superior Court, entitled *Malachi Maynard v. TaskRabbit, Inc., IKEA North America Services, LLC, IKEA US Retail LLC, and Does 1 through 10*, Case No. 21CV003513 (the “PAGA Action”).

F. On or about May 24, 2023, the Superior Court stayed the Class Action pending arbitration of Releasor's individual claims in that action. On September 28, 2023, the Parties stipulated to arbitrate Releasor's individual PAGA claims along with the individual claims in the Class Action ordered to arbitration by the Court and stipulated to stay Plaintiff's non-individual PAGA claims pending the conclusion of the arbitration. On October 2, 2023, the Superior Court stayed the PAGA Action in its entirety.

G. On or about October 25, 2023, Releasor filed a demand for arbitration with the American Arbitration Association, titled *Malachi Maynard v. TaskRabbit, Inc., IKEA North America Services, LLC, IKEA US Retail LLC, and Does 1 Through 10*, Case No.: 01-23-0004-8597 (the "Arbitration"). TaskRabbit and IKEA submitted their answer to Releasor's arbitration demand, including counterclaims against Releasor for fraudulent deceit, breach of contract, and malicious prosecution, on or about December 14, 2023.

F. The Parties previously executed a May 17, 2024 Settlement Agreement and Release, for which the Parties sought approval from the Court by motion, and which the Court denied without prejudice on June 6, 2024, citing the need for distribution of payments related to the PAGA Action and the need for information regarding attorneys' fees. Accordingly, the Parties have further agreed, as set forth below, to an additional \$15,000.00 payment from TaskRabbit in settlement of Mr. Maynard's individual claims in the PAGA Action and allocated to Mr. Maynard and the Labor and Workforce Development Agency ("LWDA"), as required under PAGA.

E. The Parties continue to desire to amicably resolve and settle any potential claims and causes of action they may have against each other relating the Class Action, PAGA Action, and Arbitration and intend to enter into a final and full settlement of all claims.

AGREEMENT

In consideration of the mutual covenants and promises set forth below and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Compromise Payment.

(a) In full and final settlement of all claims that Releasor has or may have against TaskRabbit and/or IKEA, TaskRabbit will pay the gross sum of One Hundred and Thirty-Five Thousand Dollars and No Cents (\$135,000.00). The Compromise Payment shall be made as follows:

1. One check payable to The Graves Firm in the amount of \$65,396.75 for attorneys' fees and costs. TaskRabbit shall report this payment on IRS Form 1099 to the Graves firm and only the Graves firm. This check and associated IRS Form 1099 shall be mailed directly to The Graves Firm, 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA, 91024.
2. One check payable to Malachi Maynard in the amount of \$54,603.25 as and for penalties and interest sought in the Class Action for Mr. Maynard's individual claims. TaskRabbit shall report this payment on IRS Form 1099. This check and associated IRS Form 1099 shall be mailed directly to Malachi Maynard at Malachi Maynard, 181 North Society RD, Canterbury, CT 06331.
3. One check payable to Malachi Maynard in the amount of \$3,750.00, Mr. Maynard's 25% share of the agreed amount of \$15,000.00, as and for penalties and interest sought in the PAGA Action for Mr. Maynard's individual PAGA claims. TaskRabbit shall report this payment on IRS Form 1099. This check and associated IRS Form 1099 shall be mailed directly to Malachi Maynard at Malachi Maynard, 181 North Society RD, Canterbury, CT 06331.
4. One check payable to LWDA in the amount of \$11,250.00, the LWDA's 75% share of the agreed amount of \$15,000.00, as and for penalties and interest sought in the PAGA Action on or Mr. Maynard's individual PAGA claims. This check shall be mailed directly to Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102, accompanied by a copy of the Order approving settlement of the PAGA Action.
5. Releasor acknowledges that TaskRabbit and IKEA have not provided him any tax advice in connection with the Compromise Payment or this Agreement. Releasor shall indemnify and hold harmless TaskRabbit and IKEA for any taxes, interest, penalties, or other sums assessed by any federal, state, or local taxing authority on any sum paid pursuant to this Agreement for his failure to pay any applicable taxes, or for any attorneys' fees or costs incurred by TaskRabbit and IKEA in connection therewith.

2. **Settlement Approval and Dismissals**

- (a) Within 60 days of execution of this agreement by all parties, Plaintiff shall file with the trial court presiding over the Class Action and PAGA Action a Motion for Approval of this Agreement, and a motion for approval of the attorneys' fees payment under this Agreement.

(b) TaskRabbit shall pay the Compromise Payment within fifteen (15) business days of the date TaskRabbit receives the last of (1) a W9 from Malachi Maynard; (2) a W9 from The Graves Firm; and (3) an order from the trial court approving this Agreement.

(c) No later than fourteen (14) days after payment from TaskRabbit for all sums due under this Agreement, the Parties shall prepare, execute, and file the following:

(a) A notification terminating the Arbitration. The notification shall be submitted to the arbitrator and case administrator in the Arbitration and shall dismiss all of Releasor's claims in the Arbitration and TaskRabbit and IKEA's claims in the Arbitration against Releasor in their entirety, with prejudice. The Parties further agree to take any and all additional necessary steps to ensure that the Arbitration is dismissed in its entirety, with prejudice as to all parties' claims.

(b) A Stipulation of Voluntary Dismissal of the Class Action in its entirety, with prejudice as to Releasor's individual claims and without prejudice as to the non-individual Class Claims. The stipulation must be filed with the Court in the Class Action. It shall state that Releasor has waived his ability to bring a class action complaint under his arbitration agreement with TaskRabbit, and that Releasor is dismissing his individual claims in the Class Action in their entirety, with prejudice. Releasor further agrees that he shall take any and all additional necessary steps to ensure that the Class Action is dismissed in its entirety.

(c) A Stipulation of Voluntary Dismissal of the PAGA Action in its entirety, with prejudice as to Releasor's individual claims and without prejudice as to his non-individual PAGA claims, noting that as part of the parties' confidential settlement that the Releasor has stipulated that he is not an "aggrieved employee" under PAGA (Lab. Code section 2699, subd. (c)). The stipulation must be filed with the Court in the PAGA Action. Releasor further agrees that he shall take any and all additional necessary steps to ensure that the PAGA Action is dismissed in its entirety.

3. **Releases and Representations.**

(a) Effective upon approval of this Agreement, and payment of all sums due under this agreement, Releasor hereby forever generally and completely releases and discharges TaskRabbit, IKEA, their parents, subsidiaries and affiliates, all current and former directors, officers, partners (both general and limited), employees, and agents of TaskRabbit and IKEA, their parents, subsidiaries, and affiliates, and all others (collectively, the "Released Parties"), of and from any and all claims and demands of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, including (without limitation) claims and

demands for damages actual, consequential, and exemplary arising, accruing, or existing out of or in any way related to agreements, events, acts, or conduct at any time prior to and including the date and time Releasor executes this Agreement, including but not limited to all claims and demands arising out of or in any way connected with Releasor's work as a Tasker, the Class Action, the PAGA Action, or the Arbitration; claims for or related to any failure to pay all wages owed, failure to pay all wages owed upon termination, failure to provide an accurate itemized pay stub, failure to provide equipment or reimburse business expenses, failure to provide reporting time pay, failure to pay minimum wage, failure to provide breaks, willful misclassification, failure to provide reporting time pay, and failure to provide hiring notice; claims for damages, penalties, interest, attorneys' fees, costs, or any other relief pursuant to any federal, state or local law, statute, or cause of action, including (without limitation) the California Labor Code (including, but not limited to, Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226(e), 226.8, 510, 512, 1182, 1194, 1197, 1197.1, 1198, 1199, 2698, 2802, and 2810.5 et seq.) and the wage orders promulgated thereunder, California Civil Code section 3294, California Code of Civil Procedure section 1021.5, California Business & Professions Code (including, but not limited to, section 17200 thereof), the federal Fair Labor Standards Act, the federal Civil Rights Act of 1964, as amended, the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967, as amended (the "ADEA"), the federal Family Medical Leave Act, the California Fair Employment and Housing Act, as amended, and the California Family Rights Act; and claims under any other employment-related law, whether created by statute or grounded in tort law, contract law, or otherwise.

- (b) Effective upon execution of this Agreement, Releasor hereby represents that, with the exception of the Class Action, PAGA Action, and Arbitration, Releasor has not filed any complaints, claims, or actions against TaskRabbit, IKEA or any of the Released Parties with any state, federal, or local agency or court, and Releasor agrees not to do so at any time hereafter with regard to any claims released by this Agreement. As consideration, in part, for this Agreement, Releasor promises and agrees never to pursue any claim that he has released in Paragraph 2(a) of this Agreement, whether by means of a lawsuit, arbitration, or otherwise, and whether as a named plaintiff, class member, aggrieved employee, or otherwise. Releasor further certifies and agrees that except for the PAGA Notice, he has not filed and will not at any time in the future file any PAGA notice with the LWDA or any PAGA action against TaskRabbit, IKEA or any Released Parties on behalf of himself, the State of California, or any allegedly aggrieved employees based on alleged violations that occurred or may be alleged to have occurred at any time through and including the date Releasor executes this Agreement.

- (c) In exchange for the payments required by this Agreement, and effective upon payment of all sums due under this Agreement and court approval of this Agreement, Releasor represents that he is not an “aggrieved employee” under PAGA and, upon approval of this Agreement and payment of all sums due under this Agreement, expressly waives and relinquishes any right or authority he may otherwise have had to pursue, participate in, or recover from any claim for civil penalties against TaskRabbit, IKEA or any Released Parties as an allegedly “aggrieved employee” under PAGA.
- (d) In exchange for the payments required by this Agreement, and effective upon payment of all sums due under this Agreement and court approval of this Agreement, Releasor expressly waives and relinquishes any right or authority he may otherwise have had to pursue, participate in, or recover from any class action claim against TaskRabbit, IKEA, or any Released Parties.
- (e) Releasor has been fully advised by his attorney of the contents of section 1542 of the Civil Code of the State of California, and that section and the benefits thereof are hereby expressly waived by him. Section 1542 reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

- (f) Effective upon approval of this Agreement, TaskRabbit and IKEA hereby forever generally and completely release and discharge Releasor of and from any and all claims and demands of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, including (without limitation) claims and demands for damages actual, consequential, and exemplary arising, accruing, or existing out of or in any way related to agreements, events, acts, or conduct at any time prior to and including the date and time TaskRabbit and IKEA execute this Agreement, including but not limited to all claims and demands arising out of or in any way connected with Releasor’s work as a Tasker, the Class Action, the PAGA Action, or the Arbitration; claims for or related to fraudulent deceit, breach of contract, or malicious prosecution; claims for damages, penalties, interest, attorneys’ fees, costs, or any other relief pursuant to any federal, state or local law, statute, or cause of action, including (without limitation) the California Civil Code section 1709.
- (g) Excluded from the general release set forth in this Paragraph 3 are any claims or rights which cannot be waived by law, including (without limitation) claims under the workers’ compensation laws or for unemployment benefits. Nothing in this Agreement limits

Releasor's right to file a charge with an administrative agency such as the U.S. Equal Employment Opportunity Commission, National Labor Relations Board, or any other federal, state, or local agency charged with the enforcement of any laws or to participate in any agency investigation; provided, however, by signing this Agreement Releasor is waiving his right to recover money or other individual relief in connection with any such charge, whether filed by him, an agency, or a third party, except where such a waiver of individual relief is prohibited.

4. **No Admission of Liability.** The Parties acknowledge and agree that the execution of this Agreement is the result of a compromise and is entered into in good faith and shall never for any purpose be considered an admission of liability or responsibility concerning any of the claims referred to herein, and no past or present wrongdoing on the part of any of the Parties shall be implied by such Agreement. This Agreement and any terms or conditions contained herein shall not be used as evidence of liability in any other proceeding involving any of the Parties.

5. **Non-Disparagement.** Releasor shall not criticize, ridicule or make any statement (written or verbal) which disparages or is derogatory of TaskRabbit, IKEA or their parents or affiliates or any of their directors, officers or employees.

6. **Authority to Sign.** You covenant, agree, represent and warrant that you are authorized and empowered to enter into and execute this Agreement. This Agreement is binding upon and shall inure to the benefit of the Parties' heirs, successors, and assigns.

7. **No Transfer or Assignment of Claims.** You represent and warrant that you have not heretofore collectively or individually assigned or transferred, or purported to have assigned or transferred to anyone, any debt, judgment, claim, liability, demand, action, cause of action, or any interest therein, based upon or arising out of or pertaining to, concerning or connected with any matters released herein.

8. **Void if Not Approved**

This agreement is subject to approval by the trial court overseeing the Class Action and PAGA action. In the event the agreement is not approved it shall be void in its entirety and the parties shall be restored to their position prior to the execution of this Agreement. In the event this agreement is not approved, there shall be no release of claims by either party and nothing in this agreement may be used by either party for any purpose.

9. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to giving effect to conflicts of law rules.

(b) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, affiliates, representatives, partners, agents, officers, employees, heirs and personal representatives, whether past, present or future, and permitted assigns. No Party may assign its rights hereunder without the prior written consent of the other Parties.

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(e) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the matters that it covers, and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties with respect to such matters. The Parties acknowledge that no promise or inducement has been offered except as set forth in this Agreement and that they execute this Agreement without reliance upon any statement or representation other than what is contained in this Agreement.

(f) **Amendments.** This Agreement may be amended, canceled, revoked, or otherwise modified only by written agreement signed by each of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

RELEASOR:

Signature

Print Name

City, State and Zip Code

TASKRABBIT:

Signature

Print Name

IKEA NORTH AMERICA SERVICES, LLC: IKEA US RETAIL LLC:

Signature

Signature

Print Name

Print Name

1 I, Richard M. Pearl, declare:

2 1. I am a member in good standing of the California State Bar. I am in private
3 practice as the principal of my own law firm, the Law Offices of Richard M. Pearl, in
4 Berkeley, California. I specialize in issues relating to court-awarded attorneys' fees,
5 including: the representation of parties in fee litigation and appeals; serving as an expert
6 witness; and serving as a mediator and arbitrator in disputes concerning attorneys' fees and
7 related issues.

8 2. In this case, I have been asked by The Graves Firm, lead counsel for the *Ortiz*
9 Plaintiffs,¹ to render my opinion as to the reasonableness of Class Counsel's request for a
10 common fund attorneys' fee award of \$7,360,000 in this matter. This represents 40% of
11 the \$18,400,000 Settlement Fund recovered on behalf of the Class. As a lodestar cross-
12 check, I also have been asked for an opinion as to the reasonableness of Class Counsel's
13 The Graves Firm's fee in light of its \$1,475,703² lodestar and 3.2 multiplier.

14 3. To form my opinion as to the reasonableness of the attorneys' fees Class
15 Counsel and The Graves Firm request for their work in this case, I have reviewed materials
16 that describe the history of this matter, the results achieved, counsel's qualifications and
17 experience, the nature of the work required by this case, and the attorney's fees it requests.
18 These materials include Class Counsel's draft motion for final approval of the settlement,
19 the Court Order granting preliminary approval, and Allen Graves's draft declaration in
20 support of that motion. I also have communicated with attorneys Allen Graves and
21 Jacqueline Treu of The Graves Firm about this motion and the underlying facts of the case.

22 ¹ I understand that there are other firms that represent other Plaintiffs in cases
23 consolidated with the *Ortiz* action. The reference to The Graves Firm here and opinions
24 expressed in this declaration apply only to the work performed by The Graves Firm. For
25 purposes of opining on the lodestar cross-check, I have assumed that the lodestar amounts
26 claimed by the non-Graves Firm counsel are reasonable. I also am aware that Class
27 Counsel have an internal agreement for division of any fee award, but express no opinion
28 regarding that agreement.

² I understand that actual total lodestar by the Graves Firm is \$1,600,337.50, but that the
Graves Firm has reduced that amount by crediting \$124,634.50 in sanctions that were
recovered in the course of the case, thus leaving a lodestar value of \$1,475,703. Based on
my experience and study in this area I believe this is the correct treatment of attorney fees
recovered as sanctions.

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5. Since 1982, the focus of my legal work has been in general civil litigation and appellate practice, with an emphasis on cases and appeals involving court-awarded attorneys' fees. I have lectured and written extensively on court-awarded attorneys' fees. I have been a member of the California State Bar's Attorneys' Fees Task Force and have testified before the State Bar Board of Governors and the California Legislature on attorneys' fee issues. I am the author of *California Attorney Fee Awards* (3d ed. Cal. CEB 2010) ("Cal. Fee Awards") and its cumulative annual Supplements between 2011 and March 2021. I also was the author of *California Attorney Fee Awards*, 2d Ed. (Calif Cont. Ed. of Bar 1994), and its 1995 through 2008 annual Supplements. Several courts have referred to this treatise as "[t]he leading California attorney fee treatise." *Calvo Fisher & Jacob LLP v. Lujan*, 234 Cal. App. 4th 608, 621 (2015); *see also, e.g., Int'l Billing Servs., Inc. v. Emigh*, 84 Cal. App. 4th 1175, 1193 (2000) ("the leading treatise"); *Stratton v. Beck*, 30 Cal. App. 5th 901, 911 (2019) ("a leading treatise"); *Orozco v. WPV San Jose, LLC*, 36 Cal. App. 5th 375, 409 (2019) ("a leading treatise on California attorney's fees"). It also

has been cited by the California Supreme Court and Court of Appeal on many occasions. *See, e.g., Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 576, 584 (2004); *Lolley v. Campbell*, 28 Cal. 4th 367, 373 (2002); *In re Conservatorship of Whitley*, 50 Cal. 4th 1206, 1214–15, 1217 (2010); *Sonoma Land Trust v. Thompson*, 63 Cal.App.5th 978, 986 (2021); *Yost v. Forestiere*, 51 Cal. App. 5th 509, 530 n. 8 (2020); ; *Highland Springs Conference & Training Ctr. v. City of Banning*, 42 Cal. App. 5th 416, 428 n. 11 (2019); *Sweetwater Union High Sch. Dist. v. Julian Union Elementary Sch. Dist.*, 36 Cal. App. 5th 970, 988 (2019); *Hardie v. Nationstar Mortg. LLC*, 32 Cal. App. 5th 714, 720 (2019); *Syers Props III, Inc. v. Rankin*, 226 Cal. App. 4th 691, 698, 700 (2014). California Superior Courts also cite the treatise with approval. *See, e.g., Davis v. St. Jude Hosp.*, No. 30201200602596CUOECX, 2018 WL 7286170, at *4 (Orange Cty. Super. Ct. Aug. 31, 2018); *Hartshorne v. Metlife, Inc.*, No. BC576608, 2017 WL 1836635, at *10 (Los Angeles Super. Ct. May 02, 2017). Federal courts also have cited it. *See In re Hurtado*, Case No. 09-16160-A-13, 2015 WL 6941127 (E.D. Cal. Nov. 6, 2015); *TruGreen Companies LLC v. Mower Brothers, Inc.*, 953 F. Supp. 2d 1223, 1236 nn.50, 51 (D. Utah 2013). I also authored the 1984 through 1993 annual Supplements to the predecessor treatise, *CEB's California Attorney's Fees Award Practice*. In addition, I authored a federal manual on attorneys' fees entitled "Attorneys' Fees: A Legal Services Practice Manual," published by the Legal Services Corporation. I also co-authored the chapter on "Attorney Fees" in Volume 2 of CEB's *Wrongful Employment Termination Practice*, 2d Ed. (1997)

6. More than 98% of my current practice is devoted to issues involving court-awarded attorney's fees. I have appeared as counsel in over 200 attorneys' fee applications in state and federal courts, representing myself and/or other attorneys. I also have briefed and argued more than 40 appeals, at least 30 of which have involved attorneys' fees issues. I have successfully handled five cases in the California Supreme Court involving court-awarded attorneys' fees: (1) *Maria P. v. Riles*, 43 Cal. 3d 1281 (1987), which upheld a C.C.P. section 1021.5 fee award based on a preliminary injunction obtained against the State Superintendent of Education, despite the fact that the case ultimately was dismissed

1 under C.C.P. section 583; (2) *Delaney v. Baker*, 20 Cal. 4th 23 (1999), which held that
2 heightened remedies, including attorneys' fees, are available in suits against nursing homes
3 under California's Elder Abuse Act; (3) *Ketchum v. Moses*, 24 Cal. 4th 1122 (2001), which
4 reaffirmed that contingent risk multipliers are an essential consideration under California
5 attorney fee law (note that in *Ketchum*, I was primary appellate counsel in the Court of
6 Appeal and "second chair" in the California Supreme Court); (4) *Flannery v. Prentice*, 26
7 Cal. 4th 572 (2001), which held that under California law, in the absence of an agreement
8 to the contrary, statutory attorneys' fees belong to the attorney whose services they are
9 based upon; and (5) *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), which
10 held, *inter alia*, that the "catalyst" theory of fee recovery remained viable under California
11 law and that lodestar multipliers could be applied to fee motion work. In that case, I
12 represented trial counsel in both the Court of Appeal (twice) and California Supreme Court,
13 as well as on remand in the trial court. I also represented and argued on behalf of *amicus*
14 *curiae* in *Conservatorship of McQueen*, 59 Cal. 4th 602 (2014), which held that attorneys'
15 fees incurred for appellate work were not "enforcement fees" subject to California's
16 Enforcement of Judgments law; I presented the argument relied upon by the Court. Along
17 with Richard Rothschild of the Western Center on Law and Poverty, I also prepared and
18 filed an *amicus curiae* brief in *Vasquez v. State of California*, 45 Cal. 4th 243 (2009). I
19 also have handled other appeals involving attorneys' fees in consumer cases, including
20 *Camacho v. Bridgeport Financial, Inc.* (9th Cir. 2008) 523 F.3d 973, *Kievlan v. Dahlberg*
21 *Electronics* (1978) 78 Cal.App.3d 951, *cert. denied* (1979) 440 U.S. 951, *Lealao v.*
22 *Beneficial California, Inc.*(2000) 82 Cal.App.4th 19, *Moore v. Bank of America* (9th Cir.
23 2007) 2007 U.S. App. LEXIS 19597, and *Alcoser v. Thomas* (2011) 2011
24 Cal.App.Unpub.LEXIS 1180 (tenant class action). An expanded list of reported decisions
25 in cases I have handled is set out in Exhibit A at pages 4-8.

26 7. I have been retained by various governmental entities, including the California
27 Attorney General's office, at my then current rates to consult with them and serve as their
28 expert regarding their affirmative attorney fee claims. *See, e.g., In re Tobacco Cases I,*

1 216 Cal. App. 4th 570, 584 (2013); *Dep. of Fair Employ. and Hous. v. Law Sch. Admission*
2 *Council, Inc.*, 2018 WL 5791869 (N.D. Cal. No. 12-cv-08130, filed Nov. 5, 2018).

3 8. I am frequently called upon to opine about the reasonableness of attorneys'
4 fees, and numerous federal and state courts have relied on my testimony on those issues.
5 For example:

- 6 ➤ In *Wit v. United Behavioral Health* (N.D. Cal. Jan. 5, 2022) 578 F.Supp.3d 1060,
7 1079, the court's Fee Order states that "the Court places significant weight on
8 Pearl's opinion that the rates charged by all of the timekeepers listed above are
9 reasonable and 'in line with the standard hourly noncontingent rates charged by
10 Bay Area law firms that regularly engage in civil litigation of comparable
11 complexity.'... Pearl has extensive experience in the area of attorney billing rates
12 in this district and has been widely relied upon by both federal and state courts in
13 Northern California (including the undersigned) in determining reasonable billing
14 rates." (Citations omitted).
- 15 ➤ In *Human Rights Defense Center v. County of Napa*, 2021 U.SDist.LEXIS
16 59778 *; 2021 WL 1176640 (N.D. Cal. No. 20-cv-01296-JCS, Doc. 50, filed
17 March 28, 2021), the Court expressly stated that it had "place[d] significant weight
18 on the opinion of Mr. Pearl that the rates charged by all of the timekeepers listed
19 above are reasonable and in line with the rates charged by law firms that engage in
20 federal civil litigation in the San Francisco Bay Area. Mr. Pearl has extensive
21 experience in the area of attorney billing rates in this district and has been widely
22 relied upon by both federal and state courts in Northern California [] in
23 determining reasonable billing rates." 2021 U.S.Dist.LEXIS 59778, at *32.
- 24 ➤ Subsequently, in *Andrews v. Equinox Holdings, Inc.*, N.D. Cal. No. 20-cv-00485-
25 SK, Oder on Motion for Attorney Fees and Costs filed November 9, 2021 (Doc.
26 110), the court quoted the above language from the *Human Rights Defense Center*
27
28

case and concluded the same: “This Court similarly finds Pearl’s opinions well supported and persuasive.” Order at p. 4:13-19.

- Similarly, in *Sonoma Land Trust v. Thompson*, *supra*, 63 Cal.App.5th 978, 986 (2021), the Court of Appeal expressly held that my expert declaration provided evidentiary support for the trial court’s fee determination.
- My declaration also was cited favorably by the Second District of the Court of Appeal in *Wood v. Los Angeles County Waterworks Dist. No. 40 (Antelope Valley Groundwater Cases)*, 2021 Cal.App. Unpub. LEXIS 5506 (2nd Dist., Div. 2021).

In addition to the *Sonoma Land Trust* and *Antelope Valley Groundwater* cases, the following California appellate and reported trial court cases also have referenced my testimony favorably:

- *Kerkeles v. City of San Jose*, 243 Cal.App.4th 88 (2015).
- *Habitat and Watershed Caretakers v. City of Santa Cruz*, 2015 Cal. App. Unpub. LEXIS 7156 (2015).
- *Laffitte v. Robert Half Int’l Inc.*, 231 Cal.App.4th 860 (2014), *aff’d* (2016) 1 Cal.5th 480.
- *In re Tobacco Cases I*, 216 Cal.App.4th 570 (2013).
- *Heritage Pacific Financial, LLC v. Monroy*, 215 Cal.App.4th 972, 1009 (2013).
- *Wilkinson v. South City Ford*, 2010 Cal. App. Unpub. LEXIS 8680 (2010).
- *Children's Hospital & MediCal Center v. Bonta*, 97 Cal.App.4th 740 (2002).
- *Church of Scientology v. Wollersheim*, 42 Cal.App.4th 628 (1996).
- *Kaku v. City of Santa Clara*, No. 17CV319862, 2019 WL 331053, at *3 (Santa Clara Cty. Super. Ct. Jan. 22, 2019), *aff’d*, 59 Cal.App.5th 385,431 (2020).
- *Davis v. St. Jude Hosp.*, No. 30201200602596CUOECX, 2018 WL 7286170, at *4 (Orange Cty. Super. Ct. Aug. 31, 2018),
- *Hartshorne v. Metlife, Inc.*, No. BC576608, 2017 WL 1836635, at *10 (Los Angeles Super. Ct. May 2, 2017).

1 These are just some examples. Many other California state courts also have relied on my
2 testimony in unreported fee awards, including fee awards issued by this Court. See, e.g.,
3 *Campbell v. Barnes*, Orange County Superior Court No. 30-2020-01141117-CU-WM-
4 CXC, Order Granting Petitioners' Motion for an Award of Attorneys' Fees, filed January
5 20, 2022, p. 8.

6 9. In addition to the *Andrews* and *Human Rights Defense Center* cases, the
7 following reported federal decisions also have referenced my testimony favorably:

- 8 • *Antoninetti v. Chipotle Mexican Grill, Inc.*, No. 08-55867 (9th Cir. 2012), Order
9 filed Dec. 26, 2012, at 6;
- 10 • *Prison Legal News v. Schwarzenegger*, 608 F.3d 446, 455 (9th Cir. 2010) (the
11 expert declaration referred to is mine);
- 12 • *Roe v. SFBSC Mgmt., LLC*, 2022 U.S.Dist.LEXIS 215122 (N. D. Cal. Nov. 29,
13 2022);
- 14 • *Independent Living Center of S. Cal. v. Kent*, 2020 U.S.Dist.LEXIS 13019 (C.D.
15 Cal. 2020);
- 16 • *Ridgeway v. Wal-Mart Stores, Inc.*, 269 F. Supp. 3d 975 (N.D. Cal. 2017), *aff'd*
17 269 F.3d 1066 (9th Cir. 2020);
- 18 • *Beaver v. Tarsadia Hotels*, 2017 U.S.Dist.LEXIS 160214 (S.D. Cal. 2017);
- 19 • *Notter v. City of Pleasant Hill*, 2017 U.S.Dist.LEXIS 197404, 2017 WL 5972698
20 (N.D. Cal. 2017);
- 21 • *Villalpondo v. Exel Direct, Inc.*, 2016 WL 1598663 (N.D. Cal. 2016);
- 22 • *State Compensation Insurance Fund v. Khan et al*, Case No. SACV 12-01072-
23 CJC(JCGx) (C.D. Cal.), Order Granting in Part and Denying in Part the Zaks
24 Defendants' Motion for Attorneys' Fees, filed July 6, 2016 (Dkt. No. 408);
- 25 • *In re Cathode Ray Tube Antitrust Litig.*, Master File No. 3:07-cv-5944 JST, MDL
26 No. 1917 (N.D. Cal. 2016) 2016 U.S. Dist. LEXIS 24951 (Report And
27 Recommendation Of Special Master Re Motions (1) To Approve Indirect
28

Purchaser Plaintiffs' Settlements With the Phillips, Panasonic, Hitachi, Toshiba, Samsung SDI, Technicolor, And Technologies Displays Americas Defendants, and (2) For Award Of Attorneys' Fees, Reimbursement Of Litigation Expenses, And Incentive Awards To Class Representative), Dkt. 4351, dated January 28, 2016, *adopted in relevant part*, 2016 U.S. Dist. LEXIS 88665;

- *Gutierrez v. Wells Fargo Bank*, 2015 U.S. Dist. LEXIS 67298 (N.D. Cal. 2015);
- *Holman v. Experian Information Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014);
- *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI, MDL No. 1827 (N.D. Cal.), Report and Recommendation of Special Master Re Motions for Attorneys' Fees And Other Amounts By Indirect-Purchaser Class Plaintiffs And State Attorneys General, Dkt. 7127, filed Nov. 9, 2012, adopted in relevant part, 2013 U.S. Dist. LEXIS 49885 (N.D. Cal. 2013) ("*TFT-LCD (Flat Panel) Report & Recommendation*");
- *Walsh v. Kindred Healthcare*, 2013 U.S. Dist. LEXIS 176319 (N.D. Cal. 2013);
- *A.D. v. California Highway Patrol*, 2009 U.S. Dist. LEXIS 110743, at *4 (N.D. Cal. 2009), rev'd on other grounds, 712 F.3d 446 (9th Cir. 2013), reaffirmed and additional fees awarded on remand, 2013 U.S. Dist. LEXIS 169275 (N.D. Cal. 2013);
- *Hajro v. United States Citizenship & Immigration Service*, 900 F. Supp. 2d 1034, 1054 (N.D. Cal 2012);
- *Rosenfeld v. United States Dep't of Justice*, 904 F. Supp. 2d 988, 1002 (N.D. Cal. 2012);
- *Stonebrae, L.P. v. Toll Bros., Inc.*, 2011 U.S. Dist. LEXIS 39832, at *9 (N.D. Cal. 2011) (thorough discussion), aff'd 2013 U.S. App. LEXIS 6369 (9th Cir. 2013);
- *Armstrong v. Brown*, 2011 U.S. Dist. LEXIS 87428 (N.D. Cal. 2011);
- *Lira v. Cate*, 2010 WL 727979 (N.D. Cal. 2010);

- *Californians for Disability Rights, Inc. v. California Dep't of Transportation*, 2010 U.S. Dist. LEXIS 141030 (N.D. Cal. 2010);
- *Nat'l Federation of the Blind v. Target Corp.*, 2009 U.S. Dist. LEXIS 67139 (N.D. Cal. 2009);
- *Prison Legal News v. Schwarzenegger*, 561 F.Supp.2d 1095 (N.D. Cal. 2008) (an earlier motion);
- *Bancroft v. Trizechahn Corp.*, No. CV 02-2373 SVW (FMOx), Order Granting Plaintiffs Reasonable Attorneys' Fees and Costs In the Amount of \$168,886.76, Dkt. 278 (C.D. Cal. Aug. 14, 2006);
- *Willoughby v. DT Credit Corp.*, No. CV 05-05907 MMM (CWx), Order Awarding Attorneys' Fees After Remand, Dkt. 65 (C.D. Cal. July 17, 2006);
- *Oberfelder v. City of Petaluma*, 2002 U.S. Dist. LEXIS 8635 (N.D. Cal. 2002), *aff'd* 2003 U.S. App. LEXIS 11371 (9th Cir. 2003).

Summary of Opinions and Overview of Declaration

10. Class Counsel request attorneys' fees in the amount of \$7,360,000, which represents 40% of the \$18,400,000 Settlement Fund that the Defendants have agreed to pay. Based on the total \$18.4 million settlement value, which was achieved only after the initial \$4.1 million initial settlement was successfully challenged, the significant risks The Graves Firm especially assumed by representing the class on an entirely contingent basis, the delay in recovering fees due to the necessity to allow Defendants to fund the settlement with four annual payments, the high level of skill and quality of work needed to achieve this result, the Defendant's extraordinarily-zealous defense, the ongoing work that will be required to implement the settlement, the absence of any objections to the settlement, the fee awards in comparable California and federal cases, and the percentages reasonably charged in the legal marketplace, in my opinion a fee comprising 40% of the Settlement Fund is reasonable in this case under California law standards.

1 11. Under California law, whether a requested percentage-based fee is reasonable
2 involves several interrelated factors, including: (1) the potential value of the litigation and
3 the results obtained on behalf of the class; (2) the litigation risks involved; (3) the
4 contingent nature of the representation; and (4) the novelty and difficulty of the issues
5 presented together with the skill shown by counsel. *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.
6 5th 480, 488 (2016); *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 42–43
7 (2000) (citing Pearl, California Attorney Fee Awards (2d ed. 1998) §§ 13.1–13.7). As
8 applied here, the excellent results achieved, the risks taken by representing the Class on an
9 entirely contingent basis, the novelty and difficulty of the case and the skill required to
10 overcome Akash's vigorous resistance, and the fees found reasonable in other class actions
11 and private representations, all support my opinion that an award of 40% of the Settlement
12 Fund is reasonable.

13 12. For purposes of the lodestar cross-check, The Graves Firm's documented
14 lodestar as of February 22, 2023, based on contemporaneous time records billed at each
15 attorney's current rate, is \$1,475,703. I have examined each Graves Firm attorney's
16 requested lodestar rates, along with each attorney's experience and background. Based on
17 that review, in my opinion the rates requested are well within the range of hourly rates
18 charged by comparably qualified attorneys in the Los Angeles Area and with those that
19 other Los Angeles area courts have found reasonable for attorneys with comparable
20 complex litigation experience performing similar services.

21 13. It also is my opinion that based on Akash's fierce resistance including
22 specifically the fact the plaintiffs were required to bring multiple motions to enforce
23 discovery orders, the stakes involved, the complexity of the factual and legal issues, the
24 high quality of the work I have reviewed, and most importantly, the excellent result
25 obtained, the number of hours billed by The Graves Firm appears to me entirely appropriate
26 and reasonable.

Lodestar Versus Percentage-of-the-Fund Methodologies

14. For common fund fee applications under California law, courts have the discretion to use either the “lodestar-multiplier” method or the “percentage-of-the-fund” method. *See Laffitte*, 1 Cal. 5th at 503 (affirming discretion to solely use percentage method in common fund cases and approving 33.3% award); *Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 272 (9th Cir. 1989). In light of the well-recognized advantages of the percentage-of-the-fund method in cases such as this with monetized recoveries (*see e.g. Laffitte*, 1 Cal. 5th at 489), it is my opinion that the percentage-of-the-fund method is the more appropriate method to use in this common fund case. There are no limitations or special circumstances that suggest otherwise -- the settlement calls for only monetary relief and that monetary relief provides a source for evaluating counsel’s fees. The advantages to using the percentage-of-the-fund method, articulated in *Laffitte*, apply with equal force to this case.

15. California law does not recognize an explicit “benchmark” to use in determining common fund fees. *Laffitte*, 1 Cal. 5th at 495-504. However, many California courts have concluded that common fund awards in practice “average[s] around one-third of the recovery.” *See, e.g., Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008) (“Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery”); *In re Omnivision Technologies*, 559 F. Supp. 2d 1036, 1047 (N.D. Cal. 2008) (“in most common fund cases, the award exceeds [the 25%] benchmark”). In extraordinary cases such as this one, however, fees in the range of 40% or more are not uncommon. *See, e.g., Roos v. Honeywell Int’l, Inc.*, 241 Cal. App. 4th 1472 (2015) (approving attorney fees constituting 37.5% of total settlement amount), *Gonzalez v. Freedom Communications*, Orange County Superior Court Case No. 03CC08756 (2009) (awarding attorney fees representing 55% of the common fund of \$22,000,000), and other cases cited *infra* at ¶30. In my opinion, this case readily qualifies for a similar fee.

1 **Factors to Consider Under the Percentage-of-the-Fund Analysis**

2 16. Under both California and federal law, a number of factors are considered to
3 determine what percentage of the total recovery should be awarded to Class Counsel as a
4 fee when the percentage-of-the-fund method is used. *Laffitte* holds that courts should
5 consider: 1) the risks and potential value of the litigation; 2) the contingency, novelty, and
6 difficulty of the litigation; 3) the skill shown by counsel; and 4) the time spent on the case,
7 as measured against a lodestar cross-check. 1 Cal. 5th at 504-505. And, while the court
8 recognized that the Ninth Circuit had adopted a 25% “benchmark” for common fund cases,
9 it did not adopt a similar benchmark for California law. *Id.* at 495, 503-06. *Laffitte* has
10 since been adopted by federal courts applying California law in approving 33.3% awards.
11 *See, e.g., Chavez v. Converse, Inc.*, 2020 U.S.Dist.LEXIS 257679, at *15, 2020 WL
12 10575028 (N.D.Cal. 2020) (applying *Laffitte* and awarding one-third of fund in wage and
13 hour claim under California law).

14 **Class Counsel’s Request for a 40% Common Fund Fee Is Reasonable**

15 17. In my opinion, an award equal to 40% of the Settlement Fund in this case is
16 reasonable under California law, as my review of the following factors shows.

17 18. **The Significant Risk Taken by The Graves Firm.** First, the significant risk
18 taken by Class Counsel justifies a higher percentage than other cases, especially
19 considering the risk taken by the Graves Firm to challenge the initial settlement and then
20 to obtain a recovery that was more than four times that amount. In the legal marketplace,
21 lawyers who assume a significant financial risk on behalf of their clients rightfully expect
22 that their compensation will be substantially greater than it would be if no risk or delay
23 were involved. In particular, the decision to oppose a \$4.1 million settlement that would
24 have yielded substantial fees for The Graves Firm and instead risk further contingent
25 litigation in order to recover more for the California class is an extraordinary assumption
26 of risk. In my experience, many attorneys will take on such contingent fee cases only if
27 they can expect that if successful, they will receive significantly higher fees than they
28 would in a non-contingent case where the client is obligated to pay for costs and fees

1 incurred on a monthly basis, win or lose. This is particularly true in cases such as this one,
2 where the opponent has significantly greater resources, where the case is expected to be
3 and turns out to be extremely hard-fought, and where a favorable result is uncertain. Also,
4 my experience has shown that attorneys are hesitant to walk away from an opportunity to
5 collect a certain fee through settlement. The decision by The Graves Firm to oppose the
6 \$4.1 million settlement and seek a larger recovery represented a risk that most plaintiff
7 firms, in my experience, would not take.

8 19. The great contingent risk taken, especially by The Graves Firm, therefore can
9 and should be a significant factor in computing what percentage of the fund to award as
10 attorneys' fees. *See, e.g., Laffite*, 1 Cal. 5th at 504 (noting that trial court had carefully
11 considered risks and contingency involved in awarding 33 and 1/3% fee); *Allapattah Servs.*
12 *Inc. v. Exxon Corp.*, 454 F. Supp. 2d 1185, 2004-05 (S.D. Fla. 2006) ("Factors indicating
13 'exceptional success' include success achieved under unusually difficult or risky
14 circumstances and the size of plaintiffs' recovery") (citation omitted).

15 20. The risks The Graves Firm faced here were enormous. In my experience,
16 actions of this type are often risky, and may lead to large financial losses for the attorneys
17 who take them on. More common types of wage and hour class actions have road maps
18 derived from the large number of similar cases and similar facts. They also involve areas
19 of law that are significantly less volatile than this case did. In contrast, cases like this one
20 brought against a major fast-food management company can involve complex procedural
21 and substantive roadblocks that lead to defeat. Several factors made *this* case very risky:

22 a. The legal obstacles were formidable. As explained in Plaintiffs'
23 memoranda and supporting declarations, there were many difficulties and uncertainties on
24 the path to winning this case, including: 1) difficulties obtaining data and document
25 discovery from defendant; 2) the need for extraordinary data analysis measures to identify
26 undisclosed emissions from data; and 3) the need to overcome a proposed settlement that
27 ultimately would have cost the class members in the state more than \$14 million when
28 compared to the final recovery.

1 b. The financial risk was enormous. Over a four year period, The Graves
2 Firm expended more than 2,500 hours (as of February 22, 2023), all on a contingent fee
3 basis. This is a huge commitment, and imposed an exceptionally high risk, especially for
4 small law firms like the Graves Firm. See *Boyd v Bank of Am. Corp.*, 2014 U.S. Dist.
5 LEXIS 162880, *28 (C.D. Cal., Nov. 18, 2014, No. SACV 13–0561–DOC (JPRx)) (noting
6 that small firms face greater risks than larger firms). Indeed, The Graves Firm, which took
7 the lead and did a majority of the work, has only three attorneys and two litigation
8 paralegals. If this case had not succeeded, the Graves Firm would not have been paid for
9 any of their more than 2,500 hours of work, with a non-contingent value of \$1,475,703.
10 Moreover, The Graves Firm also would have been out-of-pocket the more than \$250,000
11 in expenses that they advanced to the Class.

12 c. Practical obstacles also existed, given that virtually all hard evidence
13 concerning the subject employees was in Akash’s possession. I understand that the Graves
14 Firm was required to take the extraordinary step of hiring an expert to physically inspect
15 the defendant’s premises in order to recover documents.

16 d. Last but not least, The Graves Firm faced the great risk of going to trial.
17 See *In re Vitamins Cases*, 110 Cal. App. 4th 1041, 1054 (2003) (noting greater risk
18 involved when case must be tried); *In re Transpacific Passenger Air Transp. Antitrust*
19 *Litig.* 2019 U.S. Dist. LEXIS 206431, *18 (N.D. Cal., Nov. 26, 2019, No. 3:07-cv-05634-
20 CRB) (noting greater risk when case must be prepared for imminent trial). Although many
21 if not most class actions settle once class certification is decided, in this case, The Graves
22 Firm had to show that Akash’s settlements with other plaintiffs and their attorneys were
23 inadequate and required further litigation. Then *Akash continued to litigate* until a new,
24 much greater settlement was reached.

25 21. **The Delay in Payment.** The delay in payment of counsel’s fees also justifies
26 a 40% fee. In the typical wage and hour class action, the entire fund is paid soon after
27 approval, allowing class counsel to be paid their fee without significant delay. Here,
28 however, I understand the amount of the recovery was so large in relation to the size of the

1 company that it was impossible for the company to pay out the entire settlement at once,
2 and it was therefore necessary to have the fund paid out over a period of four years. As a
3 result, Class Counsel will recover only a percentage of their fees each year, without
4 additional interest or adjustment for inflation. In effect, the fee will actually be worth less
5 than 40% of \$18.4 million. This kind of delay is unusual and warrants higher
6 compensation. This is particularly true here where the delay is caused by the extraordinary
7 fact that the Plaintiffs were able to recover more money than Defendant actually had
8 available to pay in one year.

9 22. **The Excellent Results Obtained.** In the legal marketplace, law firms that
10 obtain excellent or exceptional results for their clients can and do expect that those results
11 will be reflected in their fees. Here, the results obtained are certainly exceptional, given
12 that The Graves Firm had to first show that a \$4.1 million settlement was inadequate and
13 then, after another year of hard-fought litigation, recovered a non-reversionary common
14 fund of \$18.4 million for approximately 15,000 Class Members. This is no small feat:
15 according to The Graves Firm, the Class's recovery here is one of the highest wage and
16 hour recoveries in cases involving the fast-food franchising industry. Likewise, the
17 individual recoveries, which average roughly \$500 per class member, are substantially
18 higher than many if not most class actions. This is especially true with regard to settlements
19 in the fast-food industry where many class members work for a very short period of time
20 and an average payment of \$500 that includes even the short-term workers represents an
21 extraordinary result. And the fact that there have been no objections to the Settlement is
22 further proof of its excellence.

23 23. Moreover, according to The Graves Firm, the settlement recovery of \$18.4
24 million represents 47% of the maximum possible estimated recovery for wages, overtime
25 premium, meal period premiums, and reimbursement. This goes far beyond the relief
26 obtained in many if not most class actions. Such a high percentage here again sets this case
27 apart from many if not most class actions, in which significantly lower percentages of the
28 claimed damages are actually recovered. *See, e.g., Aguilar v. Wawona Frozen Foods*, 2017

1 WL 117789 (E.D. Cal. 2017) (47% recovery “far greater than the percentage recovered in
2 many other wage and hour class actions heard in federal courts in this circuit”) (citing
3 numerous cases). *See also Custom LED, LLC v. eBay, Inc.*, 2014 WL 2916871, at *4 (N.D.
4 Cal. Jun. 24, 2014) (“[C]ourts have held that a recovery of only 3% of the maximum
5 potential recovery is fair and reasonable when the plaintiffs face a real possibility of
6 recovering nothing absent the settlement.”); *In re OmniVision Techs.*, 559 F. Supp. 2d
7 1036, 1042 (2007) (6% of potential damages); *In re LDK Solar Secs. Litig.*, No. 07-5182
8 WHA, 2010 U.S. Dist. LEXIS 87168 at *7 (N.D. Cal. July 29, 2010) (5% of potential
9 damages); *In re Veritas Software Corp. Sec. Litig.*, 2005 U.S. Dist. LEXIS 30880, *5 (N.D.
10 Cal. Nov. 15, 2005) (from 1991 to 2003, the median percentage of losses paid in settlement
11 ranged from 2.7% to 7.2%), *vacated in part on other grounds*, 496 F.3d 962 (9th Cir. 2007).

12 24. In my view, comparing the exceptional results obtained here to the relief
13 obtained in more typical class actions provides strong support for awarding Class Counsel
14 40% of the Settlement Fund.

15 25. **The Exceptional Novelty, Difficulty, and Complexity of the Litigation.** As
16 demonstrated in The Graves Firm’s declaration and the Final Approval Motion, this case
17 presented several exceptionally novel, difficult and complex issues, such as the difficulty
18 obtaining discovery from the defendant requiring multiple motions to enforce discovery
19 orders and, more specifically, the difficulty accessing data, which required specific
20 technical acumen to identify missing data in large, complex, and often heterogeneous data
21 sets. I understand that the Graves Firm was, in some cases, required to analyze data that
22 included both electronic databases and images of paper documents, both of which had
23 omissions that needed to be identified through comparative analyses and then brought
24 before the Court for a series of successful motions to enforce discovery orders. I also
25 understand that the recovery of paper documents was unusually difficult with the Graves
26 Firm being required to retain an expert to physically inspect some of defendant’s stores in
27 order to obtain responsive documents consistent with orders from the court. These and
28 myriad other issues made this case more novel, complex and difficult than the majority of

1 wage and hour cases. This factor also strongly justifies an award of 40% of the Settlement
2 Fund recovered for the Class.

3 26. **The Skill Displayed and Quality of Work.** The high level of skill displayed
4 here and the excellent quality of work it produced also justify the fee requested by Class
5 Counsel As set forth in Mr. Graves’s declaration filed in support of final approval of the
6 settlement, The Graves Firm attorneys are skilled and experienced class action litigators.
7 Allen Graves has 23 years of legal experience, all of which have involved handling
8 complex class action litigation, and all of which included litigating wage and hour claims
9 in both state and federal court. In particular, the fact that Mr. Graves spent the first five
10 years of his career working at the Paul Hastings firm defending wage and hour class actions
11 provided added value to his work on behalf of the plaintiffs here. Likewise, my knowledge
12 of The Graves Firm’s written work, from this and other cases, confirms my view that its
13 accumulated skill and expertise contributed significantly to the \$18.4 million recovery in
14 this case.

15 27. Moreover, by settling this case prior to trial rather than continuing to litigate
16 issues that remain unsettled and were certain to be appealed, The Graves Firm has obtained
17 an exceptional result for the Class at far less expense to the parties, their counsel, and the
18 Court. By avoiding the uncertainties of the legal challenges against the allegations of the
19 Complaint, they also obtained those results more quickly and surely than if the matter had
20 been litigated to final resolution through the trial and appellate process. Under California
21 law, this factor also supports the requested fee. *See Lealao v. Beneficial California, Inc.*,
22 82 Cal. App. 4th 19, 51 (2000).

23 28. **The Continuing Obligations of Counsel to the Class.** The Graves Firm’s
24 requested fee also is reasonable in light of the fact that a 40% fee award, at most, will
25 compensate not only the work already performed but future work as well, *i.e.*, their
26 continuing obligation to the Class Members to oversee implementation of the Settlement.
27 At this time, The Graves Firm continues to monitor the settlement implementation in
28 coordination with Akash’s counsel and to incur additional post-settlement costs. In effect,

1 this means that the current lodestar is actually understated. This factor is particularly
2 important here where the extremely large recovery has required defendant to pay the
3 settlement out over four years. This means that counsel will be required to actively work
4 on the matter each year going forward. This again is an unusual factor that distinguishes
5 this case from others and justifies a higher percentage fee. Moreover, in the event an
6 objector surfaces and challenges the Settlement, either in this Court or on appeal, The
7 Graves Firm would be required to protect the Class's interests.

8 29. **The Public Service Performed by The Graves Firm.** The public interest
9 served by Plaintiffs' lawsuit also supports the fee sought. *See State v. Meyer*, 174 Cal.
10 App. 3d 1061, 1073 (1985) (the "public service element. . . and motivation to represent
11 consumers and enforce laws" may justify lodestar enhancement). In this case, The Graves
12 Firm has served the public's interest in enforcing the law regarding California's wage and
13 hour laws. The fundamental importance of these laws has been repeatedly recognized. *See*,
14 e.g., *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal. 4th 319, 340 (2004).

15 30. Moreover, had The Graves Firm not developed and pursued these claims in
16 order to successfully challenge the initial \$4.1 million settlement, the defendants would not
17 have been required to pay the additional \$14.3 million produced by the subsequent
18 settlement. An award of the requested fee will encourage other attorneys to take on similar
19 cases and deter the Defendant and other similar companies from engaging in similar
20 unlawful practices. *See, e.g., Chabner v. United of Omaha Life Ins. Co.*, 1999 WL
21 33227443 (N.D.Cal. 1999), *aff'd*, 225 F.3d 1042 (9th Cir. 2000). If the percentage fee
22 award for such an unusual addition of value to a settlement is set at the same percentage
23 awarded for attorneys who simply accept the first available settlement, there would be a
24 diminished incentive to aggressively litigate and pursue larger recoveries in cases like this
25 one.

26 31. **Percentage Fees Approved in Other Cases.** A fee of 40% of the Settlement
27 Fund also is squarely in line with the range of reasonable attorneys' fees awarded in other
28 similar cases in California and across the nation. *See, e.g., Chavez v. Netflix*, 162 Cal. App.

4th at 66 n.11. Indeed, other courts regularly award similar or even higher percentages than than the 40% requested here. See, e.g., *Wren v. RGIS Inventory Specialists*, 2011 WL 1230826 (N.D. Cal. 2011) (42% of fund); *Kenemixay v. Nordstroms, Inc.*, Los Angeles Super. Ct., No. BC318850 (50% award); *Crandall v. U-Haul Int'l., Inc.*, Los Angeles Super. Ct., No. BC178775 (40% award); see also *Hohnbaum v. Brinker Restaurant Corp.*, San Diego Cnty. Super. Ct., No. GIC834348, Dec. 12, 2014 (41.8% of fund); *Ammari Electronics et al. v. Pacific Bell Directory et al.*, Alameda Cnty. Super. Ct. No. RG05198014, Jan. 4, 2014 (43.67% of fund); *Weber v. Einstein Noah Restaurant Group, Inc.*, San Diego Cnty. Super. Ct., No. 37-2008-00077680 (40% award); *Leal v. Wyndham Worldwide Corp.*, San Diego Cnty. Super. Ct., Nos. 37-2008-00077680 and 37-2009-00084708 (38% award); *Savaglio v. Wal-Mart*, Alameda Cnty. Super. Ct. No. C-835687-7, Order filed Sept. 10, 2010) (\$52.5 million fee - 35% of fund); *Rundberg v. Intrawest Napa Development Company*, Napa County Sup. Ct. Case No. 26-56986, Order filed Jan. 15, 2014 (40% fee approved); *Int'l Brotherhood of Elec. Workers Local 234 v. The Ryan Co., Inc.*, Monterey Sup. Ct., Case No. M87384, Order filed Apr. 8, 2011) (40% fee approved).

32. **Percentages Used in Private Fee Arrangements.** One object of a common fund award is to set a fee that approximates the probable terms of a contingent fee contract negotiated by sophisticated lawyers and clients in comparable private litigation, as evidenced by the terms of such contingent fee contracts. See *In re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 557 (2009) (a common fund fee award should be “within the range of fees freely negotiated in the legal marketplace in comparable litigation”); Silver, *A Restitutionary Theory of Attorneys’ Fees in Class Actions*, 76 Cornell L.Rev. 656, 702-703 (1991) (goal “is to pay attorneys on terms they would probably accept in an ex ante bargain, before the outcome of litigation is known”).

33. Private contingent fee agreements in personal injury and other types of cases usually provide for fees of 33-40%: See Lester Brickman, *ABA Regulation of Contingency Fees: Money Talks, Ethics Walks*, 65 Fordham L. Rev. 247, 248 (1996) (noting that

1 “standard contingency fees” are “usually thirty-three percent to forty percent of gross
2 recoveries” [emphasis omitted]).

3 34. Class Counsel’s fee request here is well within that range. It is indisputable
4 that if The Graves Firm had been able to negotiate a fee directly with the Class Members,
5 a 40% contingent fee for cases that proceed to the trial preparation phase would have been
6 eminently reasonable for a case this complex and difficult. Given the prospective risks and
7 difficulties of this case, as well as the legal obstacles surmounted before the case was
8 settled, it would have been quite reasonable for a class member to obtain representation at
9 *no cost to them* unless counsel was successful, and then at a cost of only 40% of the total
10 fund recovered (after counsel’s expenses). This is especially true given The Graves Firm’s
11 willingness to advance more than 2,500 hours of time and more than \$250,000 in costs and
12 expenses, with no hope of recovering those funds unless the case was highly successful,.

13 **The Lodestar / Multiplier Cross-Check Confirms that a 40% Fee Is Reasonable**

14 **A 3.2 Lodestar Multiplier Is Well Within the Applicable Range.**

15 35. In my opinion, the 3.2 lodestar-multiplier-based fee reflected in a fee that is
16 40% of the recovery is consistent with the legal marketplace and therefore reasonable. The
17 primary factors that support my opinion have been discussed previously: the great financial
18 risk taken by The Graves Firm and, to a lesser extent, the other Class Counsel; the
19 exceptional results achieved for the Class; the extremely complex and difficult nature of
20 this lengthy litigation; the skill required and excellent work product; the highly unusual
21 delay in actually being paid their reasonable fees; the public service performed; and the
22 contingent fees charged in the private marketplace.

23 36. Under California law, “[m]ultipliers can range from 2 to 4 or even higher.”
24 *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001). *See also, e.g., Vizcaino v.*
25 *Microsoft*, 290 F.3d 1043, 1052-1054 (9th Cir. 2002) (appendix of 34 common fund cases
26 between 1996 and 2001, showing lodestar multipliers ranging from 0.6 to 19.6); *Kang v.*
27 *Wells Fargo Bank, N.A.*, 2021 U.S. Dist. LEXIS 235254 at *54 (2021 WL 5836230) (N.D.
28

Cal. Dec. 8, 2021) (approving 5.5 lodestar multiplier in wage and hour class action). The 3.2 multiplier that results from a 40% award is clearly within this range.

Counsel's Lodestar Is Reasonable.

37. I understand that the plaintiffs are requesting a total fee award of \$7,360,000, of which \$4,787,600 would go to the Graves Firm. In my opinion, both the total fee and the award specifically requested for the Graves Firm are eminently reasonable under the lodestar/multiplier method: (a) the hourly rates utilized in the lodestar cross-check are within the range of those charged by comparably qualified attorneys for comparable work in the Los Angeles legal marketplace; and (b) the hours spent are fully documented and consistent with those that would be expected in a matter of this duration, complexity, and stakes, as well as with the excellent results achieved. I base that opinion on the following:

The Graves Firm's Hourly Rates Are Reasonable.

38. Under California law, The Graves Firm's hourly rates are reasonable if they are "within the range of reasonable rates charged by and judicially awarded comparable attorneys for comparable work." *Children's Hosp. & Med. Ctr. v. Bonta*, 97 Cal. App. 4th 740, 783 (2002).

39. In this case, The Graves Firm has incurred the following lodestar:

Lodestar Summary				
Name	Experience	Rate	Hours Billed	Lodestar
Allen Graves	Attorney 23 Years	\$ 795.00	1046.2	\$ 831,729.00
Jacqueline Treu	Attorney 16 years	\$ 715.00	627.7	\$ 448,805.50
Jennifer Yu	Attorney 15 years	\$ 565.00	406.2	\$ 229,503.00
Paralegal Staff	Paralegal > 10 years	\$ 210.00	430.0	\$ 90,300.00
Subtotal			2,510.10	\$ 1,600,337.50
Fees Recovered Through Sanctions				\$ (124,634.50)
Total Base Fee				\$ 1,475,703.00
Multiplier				3.244
Requested Fee				\$ 4,787,600.00

1 Here, I have reviewed The Graves Firm's work product, qualifications, backgrounds,
2 experience, and the results they have achieved as set forth in their declarations in support
3 of the Fee Motion. In my opinion, the hourly rates listed above are well within the range
4 of rates charged by comparably qualified Los Angeles area attorneys for comparably
5 complex work.

6 40. Initially, in my opinion, the 2023 hourly rates submitted by The Graves Firm
7 to calculate its lodestar have great support in the Los Angeles area legal marketplace.
8 Through my writing and practice, I have become familiar with the non-contingent market
9 rates charged by attorneys in California and elsewhere. This familiarity has been obtained
10 in several ways: (a) by handling attorneys' fee litigation; (b) by discussing fees with other
11 attorneys; (c) by obtaining declarations regarding prevailing market rates in cases in which
12 I represent attorneys seeking fees; and (d) by reviewing attorneys' fees applications and
13 awards in other cases, as well as surveys and articles on attorneys' fees in the legal
14 newspapers and treatises. I also have testified about hourly rates before trial courts and
15 arbitrators on numerous occasions, and have submitted expert testimony by declaration on
16 hundreds of occasions: each of those efforts require me to be aware of the hourly rates
17 being charged.

18 41. The information that I have gathered and rely upon, some of which is set forth
19 below, shows that the rates requested by The Graves Firm here are well within the range
20 of non-contingent market rates charged by attorneys of reasonably comparable experience,
21 skill, and reputation for reasonably comparable services.³

24 ³ The Graves Firm's current rates roughly compensate them for the delay in payment
25 they have experienced up to the date of this motion. *See, e.g., Graham v. DaimlerChrysler*
26 *Corp.*, 34 Cal. 4th 553 (2004); *Robles v. Employment Dev. Dept.*, 38 Cal. App. 5th 191,
27 205 (2019); *Camacho v. Bridgeport Financial, Inc.*, 523 F.3d 973, 980 (9th Cir. 2008).
28 However, current rates do not compensate them for the 4-year delay they will experience
once the settlement is approved. That is accounted for by the lodestar multiplier. *See* ¶¶ 21
and 35 ante.

42. *First*, it is my understanding that The Graves Firm's then current hourly rates have been found reasonable in numerous cases. See Graves Decl., ¶¶88-94.

43. *Second*, my opinion also is based on the numerous findings of reasonable hourly rates made by Los Angeles Area courts. Those findings are summarized in **Exhibit B** attached hereto. Examples include:

- In *Campbell v. Barnes*, Orange County Superior Court No. 30-2020-01141117-CU-WM-CXC, Order Granting Petitioners' Motion for an Award of Attorneys' Fees, filed January 20, 2022, a case challenging inadequacies in the County jail's response to the Covid epidemic, this Court found the following hourly rates reasonable:

LAW SCHOOL GRADUATION YEAR	RATES
Munger, Tolles & Olson LLP	
2003	\$1,210
2013	\$850
2015	\$750
2016	\$700
2017	\$650
2018	\$550
Non-Attorneys	
Automated Litig. Analyst	
Litigation Analyst	\$250
Paralegals	\$250

ACLU	
1988, 2000, and 2003	\$1,210
2007	\$950
2009	\$900
2015	\$750
2016	\$700
2017	\$650
Non-Attorney	
Senior Investigator	\$250
Schonbrun, Seplow, Harris, Hoffman, And Zeldes LLP	
1976	\$1,000
2016	\$450
2016	\$600
2019	\$440
1975	\$1,025
1976	\$930
1979	\$995
2015	\$570

- Likewise, in *City of Long Beach et al v. Monsanto Co.*, C.D. Cal. No. CV 16-3493 FMO (ASx), Order re: Final Approval of Class Action Settlement filed November 19, 2022, a water pollution action, the Court found as part of its lodestar cross-check that hourly rates of \$1,100 for a 31-year attorney, \$1,000 for 15, 23, 27, and 31 year attorneys, \$500-\$850 for associates, and \$250 for paralegals were reasonable in the Los Angeles Area marketplace. Here, Class Counsel's rates are well in line with these rates: the rate for Mr.

Graves, a 23-year attorney, is set at \$795 per hour; for Ms. Treu, a 16-year attorney, it is \$715 per hour.

- In the *Southern California Gas Leak Cases*, Los Angeles County Superior Ct. No. BC601844, Jud. Council Coord. Proceeding No. 4861, Order Granting Class Plaintiffs' Motion for Attorneys' Fees, Litigation Costs, and Service Awards filed April 29, 2022, the Los Angeles County Superior Court found, *inter alia*, that \$1,045 was a reasonable rate for 22 and 23 year attorneys. Here, Mr. Graves's rate is only \$795 per hour. Similarly, The Graves Firm's other rates are comparably lower than the rates found reasonable in the *Gas Leak Cases*.
- In *Independent Living Center of S. Cal. v. Kent*, 2020 U.S. Dist. LEXIS 13019 (C.D. Cal. 2020), an action challenging the State's right to alter reimbursement rates for Medi-Cal providers, the court found the following 2019 hourly rates reasonable (plus a 1.5 lodestar multiplier):

LAW SCHOOL GRADUATION YEAR	RATES
1975	\$1,025
1976	\$965
1979	\$1,025
2007	\$815
2011	\$800
2015	\$640
2016	\$600
2019	\$440
1975	\$1,025

1976	\$930
1979	\$995
2015	\$570

The Graves Firm's hourly rates here are well within this range.

Hourly Rates Charged by Other Law Firms

44. The Graves Firm's rates also are in line with the standard hourly non-contingent rates charged by Los Angeles Area law firms that regularly engage in civil litigation of comparable complexity. A chart showing the hourly rates charged by numerous L.A. area law firms, as stated in court filings, depositions, surveys, or other reliable sources, is attached hereto as **Exhibit C**. The rates requested here are well in line with those rates. For example, in 2021, attorney David deRubertis, a well-known employment lawyer with 21 years of experience, billed at \$1,000 per hour. Munger, Tolles & Olson billed a 31-year attorney at \$1,725 per hour and a 12-year attorney at \$995 per hour. Similarly, in June 2021, it was reported that Gibson Dunn & Crutcher had offered to represent the California Redistricting Commission at rates ranging from \$775 to \$1,625 per hour. *See* Steckler, "Gibson Dunn Layers Hired by California Redistricting Commission", [bloomberglaw.com/business-and-practice/Gibson-Dunn](https://www.bloomberglaw.com/business-and-practice/Gibson-Dunn), dated June 30, 2021. *See also Herring Networks, Inc. v. Maddow* (S.D. Cal. Feb. 5, 2021) 2021 U.S. Dist. LEXIS 23163, *15-16 (anti-SLAPP action in which Gibson Dunn stated that its 2020 Los Angeles area rates were \$1,525 and \$1,395 for attorneys with "over 30 years of legal experience", \$960 for an attorney with "over ten years of legal experience"). In 2020, the Lieff Cabraser firm, a class action litigation firm, billed a 22-year attorney at \$950 per hour. In 2019, Pearson Simon & Warshaw, a Plaintiffs' class action firm, billed attorneys with 23-38 years of experience at \$1,150 per hour; rates have generally increased at least 10-15% since 2019. Although Class Counsel are not asking for rates that are this high, they

1 do show that the rates they are requesting here are well within the *range* of rates charged
2 in the Los Angeles legal marketplace.

3 44. Likewise, the PG&E Bankruptcy case, N.D. Bank. Case No. 19-30088
4 (**Exhibit D, excerpt**) includes hundreds of pages of court filings regarding their firms'
5 customary attorney fee rates, all of which are substantially higher than the rates requested
6 here for comparably experienced attorneys. For example, for work in July 2020, the
7 Simpson Thacher firm billed a 22-year attorney at \$1,640 per hour, more than twice Mr.
8 Graves's rate.

9 **Hourly Rate Surveys and Articles**

10 45. Counsel's requested rates also are supported by several surveys and articles
11 describing legal rates, including the following:

12 46. The 2021 Real Rate Report compiled by Wolters Kluwer surveyed the hourly
13 rates actually charged in 2021 by hundreds of Los Angeles area attorneys, relevant excerpts
14 of which are attached hereto as **Exhibit E**. The real market rates of Los Angeles area
15 attorneys who practice "litigation" are surveyed at page 17, which describes the 2021 rates
16 charged by 342 Los Angeles partners and 423 associates who practiced "Litigation." For
17 that category, the Third Quartile rate was **\$1,042** per hour for "Partners" and **\$806** for
18 "Associates." The "Third Quartile" rate means that 25% of the attorneys surveyed bill at
19 or higher than that amount. Given Class Counsel's specialized experience, expertise, and
20 skills here, it is my opinion that rates in the range of the Third Quartile figures are readily
21 justifiable and consistent with the Los Angeles legal marketplace.

22 47. Likewise, page 32 of the Report describes the rates charged by 332 Los
23 Angeles partners with "21 or more years of experience" and 173 attorneys with "Fewer
24 than 21 years." For those categories, the Third Quartile Los Angeles rates were **\$1,145** per
25 hour for attorneys with 21 or more years of experience and **\$1,065** for attorneys with fewer
26 than 21 years. Again, these exceed Class Counsel's requested rates here.

27 48. Page 26 describes the 2021 rates of associates: for 70 attorneys with fewer
28 than 3 years of experience, the Third Quartile hourly rate was **\$622**; for the 128 attorneys

1 with 3-6 years, the rate was **\$821** per hour; for the 164 attorneys with 7 or more years of
2 experience, the Third Quartile rate was **\$841** per hour.

3 49. The 2021 Real Rate Report also shows that since the Second Quarter of 2020,
4 many Los Angeles Area law firms raised their rates significantly. For example, the “Mean”
5 rate for partners with fewer than 21 years increased from \$724 in 2020 to \$815 in 2021, a
6 12.5% increase.

7 50. The 2020 Mid-Year Real Rate Report compiled by Wolters Kluwer surveyed
8 the hourly rates charged in the second quarter of 2020 by hundreds of Los Angeles area
9 attorneys, relevant excerpts of which are attached hereto as **Exhibit F**. The real market
10 rates of Los Angeles area attorneys who practice “litigation” are surveyed at page 28, which
11 describes the Second Quarter 2020 rates charged by 387 Los Angeles partners and 478
12 associates who practiced “Litigation.” For that category, the Third Quartile rate was **\$940**
13 per hour for “Partners” and **\$740** for “Associates”.

14 51. Likewise, page 34 of the Report describes the rates charged by 365 Los
15 Angeles partners with “21 or more years of experience” and 199 attorneys with “Fewer
16 than 21 years”. For those categories, the Third Quartile Los Angeles rates were **\$1,047** per
17 hour for attorneys with 21 or more years of experience and **\$912** for attorneys with fewer
18 than 21 years. Moreover, in my experience, since the Second Quarter of 2020, most
19 Los Angeles Area firms have raised their rates by at least 3-6%.

20 52. The Graves Firm’s rates are consistent with the “Adjusted Laffey Matrix”
21 (laffymatrix.com), which is based on a survey of hourly rates charged in the Baltimore-
22 Washington, D.C. area. This survey is frequently used across the country, with
23 adjustments for differences in cost of living, to evaluate the reasonableness of hourly rates.
24 For June 2022, the Adjusted Laffey Matrix lists a current rate of **\$997** per hour for
25 attorneys who have been out of law school for 20+ years, **\$829** per hour for attorneys who
26 have been out of law school for 11-19 years, **\$733** for attorneys who have been out of law
27 school for 8-10 years, **\$508** per hour for attorneys who have been out of law school for 4-
28 7 years, and **\$413** per hour for attorneys who have been out of law school for 1-3 years.

1 Adjusting that survey for the Los Angeles Area market increases those figures by 2.08%.
2 See <https://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates> (as of
3 Jan. 2022, 2.08 % differential between Washington D.C. Area and Los Angeles Area rates).
4 Thus, for attorneys with 20+ years, the Laffey Matrix's current Los Angeles-Long Beach
5 area rate is \$1,017.74 per hour. For 20+ year attorneys with above average skill and
6 experience, which Class Counsel here clearly have, hourly rates in excess of that figure are
7 entirely appropriate.

8 53. The 2018 Peer Monitor Public Rates survey, attached hereto as **Exhibit G**,
9 shows that Counsel's rates here are readily in line with the hourly rates billed by other top-
10 flight Los Angeles area law firms. For example, 18 Los Angeles area attorneys were listed
11 as billing from \$1,125 to \$1,475 per hour. And again, rates have increased at least 15-20%
12 since 2018.

13 54. The Bloomberg Law article (**Exhibit H**), in addition to discussing the
14 anticipated 8-10% rate increases for 2023, lists the 2022 and 2023 rates charged by
15 numerous Los Angeles law firms, including Kirkland & Ellis, Latham & Watkins, and Paul
16 Hastings. These rates range from \$1,935 to \$2,245. *Id.*

17 55. The preceding hourly rates data supports my opinion that The Graves Firm's
18 rates are well within the range of non-contingent rates charged by comparably qualified
19 attorneys for reasonably similar work.

20 **The Number of Hours Is Within the Expected Range.**

21 56. In common fund cases, lodestar cross-checks of the hours spent by Class
22 Counsel do not require the same type of hour-by-hour review as lodestar-based fee claims,
23 and I have not done such a review: "[I]t is well established that '[t]he lodestar cross-check
24 calculation need entail neither mathematical precision nor bean counting. . . [courts] may
25 rely on summaries submitted by the attorneys and need not review actual billing records.'" *Aguilar v. Wawona Frozen Foods*, 2017 WL 2214936, at *6 (E.D. Cal. 2017) (internal
26 citations omitted); see also *Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495,
27
28

1 512 (2009) (in class actions, hours may be documented in summary or declaration form,
2 without the need for full time records).

3 57. In this case, I have reviewed a description of the documents filed in this action,
4 including the description of counsel's work set out in The Graves Firm's declarations.
5 Based on that review, as well as my extensive experience with comparable class action
6 cases, in my opinion, the number of hours for which The Graves Firm requests
7 compensation appears to be consistent with the number of hours I would expect to have
8 been spent in a case of this duration, intensity, complexity, and results achieved. *See, e.g.,*
9 *Villalpando v. Exel Direct, Inc., supra*, 2016 WL 7740854, at *4 (N.D. Cal. 2016) (hours
10 spent by class counsel reasonable "given the nature of the case and the defenses presented,
11 the work class counsel had to undertake, the manner in which class counsel allocated their
12 work, and the results achieved").

13 58. My opinion regarding counsel's hours also is based on the fact that those hours
14 accomplished an excellent result settlement: a \$18.4 million fund for the class, based on
15 individual damages averaging over \$500 for over 15,000 class members. Obtaining such
16 significant relief against well-funded, well-represented opponents quite clearly required an
17 exceptional effort.

18 59. To summarize, in my opinion, the lodestar cross-check supports the fairness
19 and reasonableness of awarding Class Counsel 40% of the Settlement Fund as their
20 reasonable attorneys' fees for securing that fund.

21
22 If called as a witness, I could and would competently testify from my personal
23 knowledge to the facts stated herein. I declare under penalty of perjury that the foregoing
24 is true and correct. Executed this 23rd day of February 2023, in Berkeley, California.

25
26 

27 RICHARD M. PEARL
28

RESUME OF RICHARD M. PEARL

RICHARD M. PEARL

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EDUCATION

University of California, Berkeley, B.A., Economics (June 1966)
Berkeley School of Law (formerly Boalt Hall), Berkeley, J.D. (June 1969)

BAR MEMBERSHIP

Member, State Bar of California (admitted February 1970)
Member, State Bar of Georgia (admitted June 1970) (inactive)
Admitted to practice before all California State Courts; the United States Supreme Court; the United States Court of Appeals for the District of Columbia and Ninth Circuits; the United States District Courts for the Northern, Central, Eastern, and Southern Districts of California, for the District of Arizona, and for the Northern District of Georgia; and the Georgia Civil and Superior Courts and Court of Appeals.

EMPLOYMENT

LAW OFFICES OF RICHARD M. PEARL (April 1987 to Present): Civil litigation practice (AV rating), with emphasis on court-awarded attorney's fees, class actions, and appellate practice. Selected Northern California "Super Lawyer" in Appellate Law for 2005, 2006, 2007, 2008, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, and 2022.

QUALIFIED APPELLATE MEDIATOR, APPELLATE MEDIATION PROGRAM, California Court of Appeal, First Appellate District (October 2000 to 2013) (program terminated).

ADJUNCT PROFESSOR, HASTINGS COLLEGE OF THE LAW (January 1988 to 2014): Taught *Public Interest Law Practice*, a 2-unit course that focused on the history, strategies, and issues involved in the practice of public interest law.

PEARL, McNEILL & GILLESPIE, Partner (May 1982 to March 1987): General civil litigation practice, as described above.

CALIFORNIA RURAL LEGAL ASSISTANCE, INC. (July 1971 to September 1983) (part-time May 1982 to September 1983):

Director of Litigation (July 1977 to July 1982)

Responsibilities: Oversaw and supervised litigation of more than 50 attorneys in CRLA's 15 field offices; administered and supervised staff of 4-6 Regional Counsel; promulgated litigation policies and procedures for program; participated in complex civil litigation.

Regional Counsel (July 1982 to September 1983 part-time)

Responsibilities: Served as co-counsel to CRLA field attorneys on complex projects; provided technical assistance and training to CRLA field offices; oversaw CRLA attorney's fee cases; served as counsel on major litigation.

Directing Attorney, Cooperative Legal Services Center (February 1974 to July 1977) (Staff Attorney February 1974 to October 1975)

Responsibilities: Served as co-counsel on major litigation with legal services attorneys in small legal services offices throughout California; supervised and administered staff of four senior legal services attorneys and support staff.

Directing Attorney, CRLA McFarland Office (July 1971 to February 1974) (Staff Attorney July 1971 to February 1972)

Responsibilities: Provided legal representation to low income persons and groups in Kern, King, and Tulare Counties; supervised all litigation and administered staff of ten.

HASTINGS COLLEGE OF THE LAW, Instructor, Legal Writing and Research Program (August 1974 to June 1978)

Responsibilities: Instructed 20 to 25 first year students in legal writing and research.

CALIFORNIA AGRICULTURAL LABOR RELATIONS BOARD, Staff Attorney, General Counsel's Office (November 1975 to January 1976, while on leave from CRLA)

Responsibilities: Prosecuted unfair labor practice charges before Administrative Law Judges and the A.L.R.B. and represented the A.L.R.B. in state court proceedings.

ATLANTA LEGAL AID SOCIETY, Staff Attorney (October 1969 to June 1971)

Responsibilities: Represented low-income persons and groups as part of 36-lawyer legal services program located in Atlanta, Georgia.

PUBLICATIONS

Pearl, *California Attorney Fee Awards, Third Edition* (Cal. Cont. Ed. Bar 2010) and February 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, and March 2022 Supplements

Pearl, *California Attorney Fee Awards, Second Edition* (Cal. Cont. Ed. Bar 1994), and 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, and 2008 Supplements

Best Practices for Litigating a Civil Code Section 1717 Motion for Attorney Fees, with the Hon. Elizabeth R. Feffer (Ret.), *California Litigation* (The Journal of the Litigation Section of the California Lawyers Association, Vol. 35, No. 1, 2022)

Graham v. DaimlerChrysler Corp. and *Tipton-Whittingham v. City of Los Angeles*, Civil Litigation Reporter (Cal. Cont. Ed. Bar Feb. 2005)

Current Issues in Attorneys' Fee Litigation, California Labor and Employment Law Quarterly (September 2002 and November 2002)

Flannery v. Prentice: Shifting Attitudes Toward Fee Agreements and Fee-Shifting Statutes, Civil Litigation Reporter (Cal. Cont. Ed. Bar Nov. 2001)

A Practical Introduction to Attorney's Fees, Environmental Law News (Summer 1995)

Wrongful Employment Termination Practice, Second Edition (Cal. Cont. Ed. Bar 1997) (co-authored chapter on "Attorney Fees")

California Attorney's Fees Award Practice (Cal. Cont. Ed. Bar 1982) (edited), and 1984 through 1993 Supplements

Program materials on attorney fees for numerous trainings, including for California Continuing Education of the Bar, the California Employment Lawyers Association, the California Lawyers Association, the California Department of Fair Housing and Employment, the Environmental Law, Labor Law, and Appellate Sections of the California State Bar, the California Academy of Appellate Lawyers, and many others.

Settlers Beware/The Dangers of Negotiating Statutory Fee Cases (September 1985) Los Angeles Lawyer

Program Materials on Remedies Training (Class Actions), sponsored by Legal Services Section, California State Bar, San Francisco (May 1983)

Attorneys' Fees: A Legal Services Practice Manual (Legal Services Corporation 1981)

PUBLIC SERVICE

Member, Attorneys' Fee Task Force, California State Bar

Member, Board of Directors, California Rural Legal Assistance Foundation

Former Member, Board of Directors, Meals on Wheels of San Francisco

REPRESENTATIVE CASES

ACLU of N. Cal. v. DEA

(N.D. Cal. 2012) 2012 U.S.Dist.LEXIS 190389

Alcoser v. Thomas

(2011) 2011 Cal.App.Unpub.LEXIS 1180

Arias v. Raimondo

(2018) 2018 U.S.App.LEXIS 7484

Boren v. California Department of Employment

(1976) 59 Cal.App.3d 250

Cabrera v. Martin

(9th Cir. 1992) 973 F.2d 735

Camacho v. Bridgeport Financial, Inc.

(9th Cir. 2008) 523 F.3d 973

Campos v. E.D.D.

(1982) 132 Cal.App.3d 961

Center for Biological Diversity v. County of San Bernardino

(2010) 185 Cal.App.4th 866

Children & Families Commission of Fresno v. Brown

(2014) 228 Cal.App.4th 45

Committee to Defend Reproductive Rights v. A Free Pregnancy Center

(1991) 229 Cal.App.3d 633

REPRESENTATIVE CASES (cont.)

David C. v. Leavitt

(D. Utah 1995) 900 F.Supp. 1547

Delaney v. Baker

(1999) 10 Cal.4th 23

Dixon v. City of Oakland

(2014) 2014 U.S.Dist.LEXIS 169688

Employment Development Dept. v. Superior Court (Boren)

(1981) 30 Cal.3d 256

Environmental Protection Info. Ctr. v Department of Forestry & Fire Protection

(2010) 190 Cal.App.4th 217

Environmental Protection Information Center, Inc. v. Pacific Lumber Co.

(N.D. Cal. 2002) 229 F. Supp.2d 993, *aff'd* (9th Cir. 2004) 103 Fed. Appx. 627

Flannery v Prentice

(2001) 26 Cal. 4th 572

Graham v. DaimlerChrysler Corp.

(2004) 34 Cal. 4th 553

Guerrero v. Cal. Dept. of Corrections etc.

(2016) 2016 U.S.Dist.LEXIS 78796, *aff'd in relevant part*, (9th Cir. 2017) 701 Fed.Appx. 613

Heron Bay Home Owners Assn. v. City of San Leandro

(2018) 19 Cal.App.5th 376

Horsford v. Board of Trustees of Univ. of Calif.

(2005) 132 Cal.App.4th 359

Ketchum v. Moses

(2001) 24 Cal.4th 1122

Kievlan v. Dahlberg Electronics

(1978) 78 Cal.App.3d 951, *cert. denied* (1979) 440 U.S. 951

Lealao v. Beneficial California, Inc.

(2000) 82 Cal.App.4th 19

REPRESENTATIVE CASES (cont.)

Lewis v. California Unemployment Insurance Appeals Board
(1976) 56 Cal.App.3d 729

Local 3-98 etc. v. Donovan
(N.D. Cal. 1984) 580 F.Supp. 714,
aff'd (9th Cir. 1986) 792 F.2d 762

Mangold v. California Public Utilities Commission
(9th Cir. 1995) 67 F.3d 1470

Maria P. v. Riles
(1987) 43 Cal.3d 1281

Martinez v. Dunlop
(N.D. Cal. 1976) 411 F.Supp. 5,
aff'd (9th Cir. 1977) 573 F.2d 555

McQueen, Conservatorship of
(2014) 59 Cal.4th 602 (argued for *amici curiae*)

McSomebodies v. Burlingame Elementary School Dist.
(9th Cir. 1990) 897 F.2d 974

McSomebodies v. San Mateo City School Dist.
(9th Cir. 1990) 897 F.2d 975

Molina v. Lexmark International
(2013) 2013 Cal.App. Unpub. LEXIS 6684

Moore v. Bank of America
(9th Cir. 2007) 2007 U.S. App. LEXIS 19597

Moore v. Bank of America
(S.D. Cal. 2008) 2008 U.S. Dist. LEXIS 904

Mora v. Chem-Tronics, Inc.
(S.D. Cal. 1999) 1999 U.S. Dist. LEXIS 10752,
5 Wage & Hour Cas. 2d (BNA) 1122

Nadaf-Rahrov v. Nieman Marcus Group
(2014) 2014 Cal.App. Unpub. LEXIS 6975

REPRESENTATIVE CASES (cont.)

Orr v. Brame

(9th Cir. 2018) 727 Fed.Appx. 265, 2018 U.S.App.LEXIS 6094

Orr v. Brame

(9th Cir. 2019) 793 Fed.Appx. 485

Pena v. Superior Court of Kern County

(1975) 50 Cal.App.3d 694

Ponce v. Tulare County Housing Authority

(E.D. Cal 1975) 389 F.Supp. 635

Ramirez v. Runyon

(N.D. Cal. 1999) 1999 U.S. Dist. LEXIS 20544

Ridgeway v. Wal-Mart Stores, Inc., 269 F. Supp. 3d 975 (N.D. Cal. 2017), *aff'd on merits (fees not appealed)* 269 F.3d 1066 (9th Cir. 2020)

Robles v. Employment Dev. Dept.

(2019) 38 Cal.App.5th 191

Rubio v. Superior Court

(1979) 24 Cal.3d 93 (amicus)

Ruelas v. Harper

(2015) 2015 Cal.App. Unpub.LEXIS 7922

Sokolow v. County of San Mateo

(1989) 213 Cal. App. 3d. 231

S.P. Growers v. Rodriguez

(1976) 17 Cal.3d 719 (amicus)

Swan v. Tesconi

(2015) 2015 Cal.App. Unpub. LEXIS 3891

Tongol v. Usery

(9th Cir. 1979) 601 F.2d 1091,
on remand (N.D. Cal. 1983) 575 F.Supp. 409,
revs'd (9th Cir. 1985) 762 F.2d 727

REPRESENTATIVE CASES (cont.)

Tripp v. Swoap

(1976) 17 Cal.3d 671 (amicus)

United States (Davis) v. City and County of San Francisco

(N.D. Cal. 1990) 748 F.Supp. 1416, *aff'd in part*
and revs'd in part sub nom Davis v. City and County
of San Francisco (9th Cir. 1992) 976 F.2d 1536,
modified on rehearing (9th Cir. 1993) 984 F.2d 345

United States v. City of San Diego

(S.D.Cal. 1998) 18 F.Supp.2d 1090

Vasquez v. State of California

(2008) 45 Cal.4th 243 (amicus)

Velez v. Wynne

(9th Cir. 2007) 2007 U.S. App. LEXIS 2194

JULY 2022

Pearl Declaration - Exhibit B
Rates Approved by Los Angeles Area Courts

- In *City of Long Beach et al v. Monsanto Co.*, C.D. Cal. No. CV 16-3493 FMO (ASx), Order re: Final Approval of Class Action Settlement filed November 19, 2022, a water pollution action, the Court found as part of its lodestar cross-check that hourly rates of \$1,100 for a 31-year attorney, \$1,000 for 15, 23, 27, and 31 year attorneys, \$500-\$850 for associates, and \$250 for paralegals were reasonable in the Los Angeles Area marketplace.
- In the *Southern California Gas Leak Cases*, Los Angeles County Superior Ct. No. BC601844, Jud. Council Coord. Proceeding No. 4861, Order Granting Class Plaintiffs' Motion for Attorneys' Fees, Litigation Costs, and Service Awards filed April 29, 2022, the Los Angeles County Superior Court found the following hourly rates reasonable:

BARON & BUDD		
2022 Rates:	Years of Experience	Rates
	40	\$975
	26	\$975
	13	\$675
	12	\$625
	5	\$525
	Staff Attorney	\$395
	Paralegal (10 year)	\$250

KELLER ROHRBACK		
2022 Rates:	Years of Experience	Rates
	40	\$1,200
	35	\$1,100
	27	\$1,100
	22-23	\$1,045
	18	\$1,010

	35	\$975
	36, 30	\$850
	14	\$815
	13	\$795
	27	\$755
	11	\$725
	8	\$650-\$700
	1	\$550
	17	\$485
	9	\$475
	7	\$455
	10	\$400-\$415

HAUSFIELD LLP

Names	Rates	Title	Years Practicing
Richard Lewis	\$1050.00	Partner	35
Bonny Sweeney	\$1050.00	Partner	33
Steven Rotman	\$1050.00	Of Counsel	42
Arthur Bailey, Jr	\$960.00	Partner	14
Michael Schumacher	\$600.00	Of Counsel	12
Colleen Ryf	\$610.00	Senior Counsel	11
Amanda Lee	\$610.00	Associate	7
Jeanette Bayoumi	\$590.00	Associate	6
Stephanie Cho	\$550.00	Associate	5
Michaela Spero	\$420.00	Associate	4
Lijun Zhang	\$260.00	Summer Assoc.	

LIEFF CABRASER HEIMANN & BERNSTEIN LLP

Names (Role)	Rates	Years Practicing
Elizabeth Cabraser (Partner)	\$1,150.00	44
Donald Arbitblit (Partner)	\$1,000.00	36
Steven Fineman (Partner)	\$1,025.00	33
Robert Nelson (Partner)	\$1,025.00	35
Wendy Fleishman (Partner)	\$975.00	45
Daniel Chiplock (Partner)	\$850.00	21
Wilson Dunlavey (Partner)	\$510.00	7
Rachel Geman (Partner)	\$850.00	24
Lexi Hazam (Partner)	\$800.00	19
Sarah London (Partner)	\$645.00	13
Phong-Chau Nguyen (Partner)	\$625.00	10
Valerie Comenencia Ortiz (Associate)	\$395.00	4
Amelia Haselkorn (Associate)	\$370.00	1
Jacob Polin (Associate)	\$485.00	6

**LIEFF CABRASER HEIMANN & BERNSTEIN
LLP**

Names (Role)	Rates	Years Practicing
Abby Wolf (Associate)	\$445.00	6
Tiseme Zegeye (Associate)	\$535.00	4
William Hewitt (Attorney)	\$415.00	41
Jay Mckibben (Attorney)	\$415.00	30
Robert Lieff (Of Counsel)	\$1,150.00	56
Facundo Bouzat (Law Clerk)	\$345.00	
Hope Brinn (Law Clerk)	\$370.00	
Miriam Marks (Law Clerk)	\$370.00	
Prathyum Ramesh (Law Clerk)	\$370.00	
Aisha Saad (Law Clerk)	\$395.00	
Corrie Anderson (Paralegal/Clerk)	\$405.00	
Eileen Beltran (Paralegal/Clerk)	\$375.00	
Nikki Belushko Barrows (Paralegal/Clerk)	\$360.00	
Alexandra Brilliant (Paralegal/Clerk)	\$405.00	
Todd Carnam (Paralegal/Clerk)	\$405.00	
Christian Chan (Paralegal/Clerk)	\$365.00	
Florencia Cudos (Paralegal/Clerk)	\$405.00	
Nina Gliozzo (Paralegal/Clerk)	\$335.00	
Spencer Griffith (Paralegal/Clerk)	\$405.00	
Kimberly Harding (Paralegal/Clerk)	\$350.00	
Jennifer Kawamura (Paralegal/Clerk)	\$405.00	
Cora La (Paralegal/Clerk)	\$345.00	
Maxwell Lucas (Paralegal/Clerk)	\$360.00	
Samantha Mudd (Paralegal/Clerk)	\$395.00	
Christopher Munoz (Paralegal/Clerk)	\$395.00	
Nethra Raman (Paralegal/Clerk)	\$ 395.00	
Jennifer Rudnick (Paralegal/Clerk)	\$405.00	
Dustin Smith (Paralegal/Clerk)	\$330.00	
Marie Tashima (Paralegal/Clerk)	\$385.00	
Brian Troxel (Paralegal/Clerk)	\$405.00	
Richard Anthony (Litigation Support/Research)	\$420.00	
Nikki Belushko Barrows (Litigation Support/Research)	\$405.00	
Anthony Grant (Litigation Support/Research)	\$420.00	
Jessica Meltser (Litigation Support/Research)	\$345.00	
Renee Mukherji (Litigation Support/Research)	\$420.00	
Nabila Siddiqi (Litigation Support/Research)	\$390.00	

BOUCHER LLP			
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Names Of Professionals	Bar Admission Date	Approx. Years In Practice	Rates
<u>Name Partner</u>			
Raymond P. Boucher	CA 1984	37 Years	\$1,100.00
<u>Partners</u>			
Shehnaz M. Bhujwala	CA 2002	19 Years	\$750.00
Maria L. Weitz	CA 2009	12 Years	\$750.00
<u>Senior Associates / Attorneys</u>			
Milin Chun*	CA 2009; MD 2007	14 Years	\$625.00*
Cathy Kim	CA 2009	12 Years	\$625.00
<u>Associates / Attorneys</u>			
Lauren Burton*	CA 2015	6 Years	\$395.00*
Alexander Gamez	CA 2016	5 Years	\$395.00
Michael Gorelik	CA 2021; AZ 2018	Three Years	\$395.00
Priscilla Szeto*	CA 2015	Six Years	\$395.00*
Mallory Whitelaw	CA 2017	Four Years	\$395.00
<u>Paralegals / Legal Assistants</u>			
Christine Cramer*	N/A	N/A	\$185.00*
Sharon Gordillo*	N/A	N/A	\$185.00*
Sandra Haro	N/A	N/A	\$185.00
Avery Kunstler*	N/A	N/A	\$185.00*
Tiffany McKinney*	N/A	N/A	\$185.00*
Natalie Nelson*	N/A	N/A	\$185.00*
Tricia Yue	N/A	N/A	\$185.00
Maria Zarate*	N/A	N/A	\$185.00*

* Denotes former attorney / staff member and prior billable rate.

THE KICK LAW FIRM APC		
Names (Role)	Current	Years

	Rates	Practicing
Taras Kick (Partner)	\$900	33
Robert Dart (Associate)	\$650	13
Shane Greenberg (Associate)	\$650	22
Jesse Ransom (Associate)	\$650	23
Matthew Davis (Associate)	\$650	12

- In *Campbell v. Barnes*, Orange County Superior Court No. 30-2020-01141117-CU-WM-CXC, Order Granting Petitioners' Motion for an Award of Attorneys' Fees, filed January 20, 2022, a case challenging inadequacies in the County jail's response to the Covid epidemic, the court found the following hourly rates reasonable:

LAW SCHOOL GRADUATION YEAR	RATES
Munger, Tolles & Olson LLP	
2003	\$1,210
2013	\$850
2015	\$750
2016	\$700
2017	\$650
2018	\$550
Non-Attorneys	
Automated Litig. Analyst	
Litigation Analyst	\$250
Paralegals	\$250
ACLU	
1988, 2000, and 2003	\$1,210
2007	\$950
2009	\$900
2015	\$750
2016	\$700
2017	\$650
Non-Attorney	
Senior Investigator	\$250
Schonbrun, Seplow, Harris, Hoffman, And Zeldes LLP	
1976	\$1,000
2016	\$450
2016	\$600
2019	\$440
1975	\$1,025
1976	\$930

1979	\$995
2015	\$570

- In *Alvarez, et al. v. XPO Logistics Cartage, LLC et al.*, United States District Court, Central District of California, No. 2:18-cv-03736-RGK-E, Order re: Motions for Attorneys' Fees, Costs, and Incentive Awards, filed February 8, 2022, a wage and hour class action, the court found the following 2021 hourly rates reasonable as part of its lodestar cross-check:

YEARS OF EXPERIENCE	RATES
Sayas Law Firm	
35	\$900
17 (Sr. Associate)	\$695
Paralegals	\$225-\$350
Bush Gottlieb	
1980	\$975
1989	\$900
1994	\$850
2012	\$575
2014	\$525
2016	\$475
2018	\$425
2020	\$375
Law Clerks	\$225
Paralegals	\$225

- In *The Kennedy Commission v. City of Huntington Beach*, Los Angeles County Superior Court No. 30-2015-00801675, Ruling on Submitted Matter filed July 8, 2021, a writ of mandate action challenging a land use amendment adopted by the City of Huntington Beach, the court found the following hourly rates reasonable (prior to application of a 1.4 lodestar multiplier):

2020 Rates:	Years of	Rates
	38	\$910
	40	\$900
	26	\$815

	23	\$750
	16	\$710
	14	\$680
	10	\$565
	7	\$500
	6	\$475
	5	\$450
	2	\$365

In an earlier ruling in the same case, the court found the following hourly rates reasonable for the Plaintiffs' private *pro bono* law firm (prior to application of a 1.4 multiplier) ¹:

2016 Rates:	Bar Admission	Rates
	2001	\$900
	2014	\$450
2015 Rates:	Bar Admission	Rates
	2001	\$875
	2014	\$400

- In *Rea v. Blue Shield*, Los Angeles County Superior Court No. BC468900, Fee Order filed November 13, 2020, a class action challenging Blue Shield's practices regarding mental health claims, in which the court found that \$900 per hour was reasonable for plaintiffs' three lead attorneys, with 35, 37, and 44 years of experience. It also applied a 1.5 multiplier.
- In *Caldera v. State of California*, San Bernardino County Superior

¹ The initial *Kennedy Commission* fee award was remanded in conjunction with the reversal of the merits. 2017 Cal.App.Unpub.Lexis 7488 (2017).

Court No. DS1000177, Ruling on Plaintiff’s Motion for Attorney’s Fees filed October 23, 2020, an individual Fair Employment and Housing Act case, the court found that \$825 per hour was a reasonable hourly rate in the Los Angeles legal marketplace for 26-year attorney’s appellate work (before applying a 1.65 lodestar multiplier).

- In *Independent Living Center of S. Cal. v. Kent*, 2020 U.S.Dist.LEXIS 13019 (C.D. Cal. 2020), an action seeking to enjoin the challenging the State’s right to alter reimbursement rates for Medi-Cal providers, the court found the following hourly rates reasonable (before applying a 1.5 lodestar multiplier):

2019 Rates:	Law School Graduation Year	Rates
	1975	\$1,025
	1976	\$965
	1979	\$1,025
	2007	\$815
	2011	\$800
	2015	\$640
	2016	\$600
	2019	\$440
2018 Rates:	Law School Graduation Year	Rates
	1975	\$1,025
	1976	\$930
	1979	\$995
	2015	\$570

- In *Lavinsky v. City of Los Angeles*, Los Angeles County Superior Court No. BC542245, Fee Award filed October 9, 2019, a class action challenge to a municipal tax, the court found the following hourly rates reasonable (before applying a 3.8 lodestar multiplier for contingent risk, etc.):

YEARS OF EXPERIENCE	RATE
25	\$850
29	\$800
17	\$695
9	\$475
5-7	\$450
1	\$295
Paralegal	\$125

- In *Hadsell v. City of Baldwin Park*, Los Angeles County Superior Court No. BC 548 602, Notice of Ruling on Plaintiff's Motion for Attorneys' Fees filed June 25, 2019, the court found the following hourly rates reasonable (before applying a 1.5 multiplier):

CAL BAR ADMISSION DATE	RATE
1987	\$1,100
1990	\$1,100
2008	\$800
2008	\$650
2012	\$550
2016	\$500

- In *Pinter-Brown v. UCLA*, Los Angeles Superior Court No. BC624838, Fee Order filed August 3, 2018, the court found the following 2018 hourly rates reasonable:

CAL BAR ADMISSION DATE	RATE
1990	\$1,100
2008	\$675
2012	\$500
2016	\$400
2015	\$350
2016	\$325
2017	\$300

- In *Wishtoyo Foundation et al v. United Water Conservation Dist.*, 2019 U.S.Dist.LEXIS 39927 (C.D. Cal. 2019), an environmental action under the federal Endangered Species Act, the court found the following hourly rates reasonable:

	Bar Admittance or Law School Graduation	2018 Rates
	1986	\$840
		\$780
		\$735
		\$720
		\$670
		\$600
		\$425
		\$680
	Paralegals	\$200-250

- In *Monster, LLC, et al., v. Beats Electronics, LLC et al.*, Los Angeles Superior Court Case No. BC595235 (2017), Order Granting Defendant and Cross-Complainant Beats Electronics, LLC's Motion for Attorneys' Fees and Costs, filed June 27, 2018, a commercial dispute, the court found the following hourly rates reasonable for Beats' attorneys' work on the successful jury trial that

determined the amount of reasonable attorneys' fees Monster would be required to pay as damages:

Boies, Schiller & Flexner	Bar Admittance or Law School Graduation	2016/2017 Rates
Partners:	1986	\$960/\$1,049
	2006	\$920/\$972
	2000	\$880
	2001	\$880
	2002	\$830
	1999	\$830
	2004	\$740 (2015); \$760 (2016)
	2006	\$680
	2007	\$650/\$714
	2009	\$600/\$800
Associates:	2004	\$680
	2009	\$610
	2013	\$460/\$533
	2013	\$490
	2010	\$630
	2011	\$480/\$602
	2014-2015	\$420
Non-Attorneys Timekeepers:		\$190-284

<u>Gibson Dunn & Crutcher</u>	Bar Admittance or Law School Graduation	2017 Rates
	1987	\$852 (through Aug. 2017) \$956 (from Sept. 2017)
	2008	\$592 (through Aug. 2017) \$696 (from Sept. 2017)
	2013	\$404 (through Aug. 2017) \$600 (from Sept. 2017)
	2015	\$520
	2016	\$472
	1997	\$960
	2006	\$736
	1987	\$944
Non-Attorneys Timekeepers:		\$216-\$335

- In *Nozzi v. Housing Authority*, 2018 U.S.Dist.LEXIS 26049 (C.D.

Cal. 2018), tenant class action, the court approved the following hourly rates as reasonable:

Kaye McLane Bednarski & Litt	Bar Admittance or Law School Graduation	2017 Rates
	1969	\$1,150
	1992	\$750
	1993	\$765
	2008	\$730
	Sr. Paralegal	\$335
	Jr. Paralegal	\$150
	Law Clerk	\$200

- In *Monster, LLC, et al., v. Beats Electronics, LLC et al.*, Los Angeles Superior Court Case No. BC595235 (2017), the same commercial dispute listed above, the court found the following 2017 rates to be reasonable for Beats’s co-defendants who had obtained relief by summary judgment (see Order Granting Motions for Attorneys’ Fees, filed October 12, 2017, p. 2):

	Bar Admittance or Law School Graduation	2016 Rates (unless otherwise noted)
Partners:	1966	\$1,000 (2015); 1,245 (2016)
	1977	\$1,110 (2015)
	1981	\$910
	1985	\$995
	1992	\$875-885
	1995	\$910
	2002	\$750
Of Counsel:	1976	\$705
Associates:	2009	\$615 (2015); \$660 (2016)
Non-Attorneys Timekeepers:		\$380-90

- In *The Kennedy Commission v. City of Huntington Beach*, Los Angeles County Superior Court No. 30-2015-00801675, Order Granting Petitioners' Motion for Attorneys' Fees Pursuant to California Code of Civil Procedure § 1021.5, filed July 13, 2016, a writ of mandate action challenging a

land use amendment adopted by the City of Huntington Beach, the court found the following hourly rates reasonable for the Plaintiffs' private *pro bono* law firm (prior to application of a 1.4 multiplier)²:

2016 Rates:	Bar Admission	Rates
	2001	\$900
	2014	\$450
2015 Rates:	Bar Admission	Rates
	2001	\$875
	2014	\$400

- In *Willits et al v. City of Los Angeles*, No. CV 10-5782 CCBM (RZx) (C.D. Cal.), Order Granting Motion for Attorneys' Fees and Costs, filed August 25, 2016 (Dkt. No. 418), a class action lawsuit against the City of Los Angeles by persons with mobility disabilities under the Americans with Disabilities Act and the Rehabilitation Act of 1973 challenging the inaccessibility of the City's sidewalks, the court found the following 2015 hourly rates reasonable:

Law School	Rates
1976	\$1,115.60
1977 (associate)	700
1981	795
1987	680-775
1993	750
1999	644-695

² The *Kennedy Commission* fee award was remanded in conjunction with the reversal of the merits. 2017 Cal.App.Unpub.Lexis 7488 (2017).

2001	625
2003	550
2006	525 —
2007	450
2008	473
2009	450
2010	350-400
2011	300-385
2012	300
2013	300-325
Paralegals and Law	110-250
Case Assistants	220-230
Docket Clerk	230

- In *State Compensation Insurance Fund v. Khan et al*, Case No. SACV 12-01072-CJC(JCGx) (C.D. Cal.), Order Granting in Part and Denying in Part the Zaks Defendants' Motion for Attorneys' Fees, filed July 6, 2016 (Dkt. No. 408), a multi-defendant RICO action, the court found the following hourly rates reasonable:

Years of Experience	Rates
22	\$890
20	\$840
5	\$670
4	\$560
Paralegals	\$325-340
Case Assistants	\$220-230

Docket Clerk	\$230
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- In *ScriptsAmerica, Inc. Ironridge Global LLC et al*, Case No. CV 14-03962-SJO (AGRx) (C.D. Cal.), Order Granting Defendant Ironridge Global LLC, John Kirkland, Brendan O'Neill's Motion for Attorney's Fees, filed January 12, 2016 (Dkt. No. 50), a contract dispute, the court found the following 2015 hourly rates reasonable:

Years of Experience	Rates
37	\$950
11	\$700
4	\$450
Paralegals	\$200-350

- In *Perfect 10, Inc. v. Giganews, Inc.*, 2015 U.S. Dist. LEXIS 54063 (C.D. Cal. 2015), filed March 24, 2015, *affirmed* 847 F.3d 657 (9th Cir. 2017), a copyright infringement action, the court found the following 2015 hourly rates reasonable:

Years of Experience	2015 Rate
29	\$825-930
18	\$750
17	\$705-750
12	\$610-640
11	\$660-690

10	670
----	-----

9	660-690
8	470-525
7	640
5	375-560
4	350-410
3	505
2	450
1	360-370
Paralegals	240-345
Discovery Support	245-290

- In *Rodriguez v. County of Los Angeles*, 96 F.Supp.3d 990 (C.D. Cal. 2014), Order Granting Plaintiffs' Motion for Attorneys' Fees, filed December 29, 2014, *affirmed* 891 F.3d 779 (9th Cir. May 30, 2018), a civil rights action on behalf of five county jail prisoners, the district court found the following hourly rates reasonable, plus a 2.0 lodestar multiplier for merits work performed on the plaintiffs' California cause of action; the entire award was affirmed on appeal:

Years of Experience	Rate
45	\$975
28	700-775
26	775
10	600
6	500
Senior Paralegal	295
Other Paralegals	175-235
Law Clerk	250

- In *Doe v. United Healthcare Insurance Co., et al.*, No. SACV13-0864 DOC(JPRx) (C.D. Cal.), Order Granting Attorney's Fees and Costs, filed October 15, 2014, a multi-Plaintiff consumer action, the court found the following hourly rates reasonable:

Whatley Kallas

Years of Experience	Rate
36	\$950
27	900
32	800
33	750
21	700
10	600
4	400
2	375
Paralegal	225

Consumer Watchdog

Years of Experience	Rate
35	\$925
19	650
4	425

- In *Pierce v. County of Orange*, 905 F. Supp. 2d 1017 (C.D. Cal. 2012), a civil rights class action brought by pre-trial detainees, the court approved a lodestar based on the following 2011 rates:

Years of Experience	Rate
42	\$850

32	825
23	625
18	625
Law Clerks	250
Paralegals	250

Exhibit C

Rates Charged by Los Angeles Area Law Firms

Ahdoot & Wolfson		
2019 Rates	Years of Experience	Rate
	25	\$850
	29	\$800
	17	\$695
	9	\$475
	5-7	\$450
	1	\$295
	Paralegal	\$125

Arnold Porter Kaye Scholar LLP		
2020 Rates	Bar Admission Year	Rates
	1974	\$1,280
	1993	\$1,150
	1990	\$1,085
	2005	\$1,015
	2005	\$910
	2015	\$815
	Paralegals	\$390-405
2015 Rates:	Level	Rates
	Partners	Up to \$1,085

	Associates	Up to \$710
2014 Rates:	Years of Experience	Rates
	49	\$995
	45	\$720
	39	\$655
2013 Rates:	Level	Rates
	Average Partner	\$815
	Highest Partner	\$950
	Lowest Partner	\$670
	Average Associate	\$500
	Highest Associate	\$610
	Lowest Associate	\$345

The Arns Law Firm LLP		
2020 Rates:	Years of Experience	Rates
	1975	\$950
	2010	\$575
	2013	\$525
Boucher LLP		
2022 Rates:	Years Practicing	Rates
Partners:	37	\$1,100
	12-19	\$750
Senior Associates	12-14	\$625

Associates	3-6	\$395
Paralegals/Legal Assistants	NA	\$185

Bush Gottlieb		
2019 Rates:	Class Year	Rates
Lawyers:	1980	\$900
	1989	\$900
	1974	\$850
	2002	\$725
	2006	\$625
	2013	\$450
	2014	\$425
	2015	\$400
	2016	\$375
Law Clerks/Support Staff:		\$200

Cooley LLP		
2021 Rates:	Years of Experience	Rates
	27 (Partner)	\$1,415
	27 (Special Counsel)	\$1,210
2020 Rates	Years of Experience	Rates
	26 (Partner)	\$1,275
	26 (Special Counsel)	\$1,140

	12 (Associate)	\$1,120
2017 Rates:	Years of Experience	Rates
	22	\$905
2014 Rates:	Years of Experience	Rates
	31	\$1,095
	17	\$770
	9	\$685
2013 Rates:	Years of Experience	Rates
	30	\$1,035
	16	\$710
	8	\$645
Crowell & Moring		
2020 Rate:	Years of Experience	Rate
	27	\$1,090
Law Office of David de Rubertis		
2021 Rate	Years of Experience	Rate
	21	\$1,000
Law Offices of James DeSimone		
2020 Rate:	Years of Experience	Rate
	33	\$1,000
Dordick Law		
2019 Rates:	Bar Admission Year	Rates
	1987	\$1,100

Duane Morris LLP		
2018 Rates:	Bar Admission Year	Rates
	1973	\$1,005
	2008	\$605
	2011	\$450
	2017	\$355
	Sr. Paralegal	\$395
2016 Rates:	Years of Experience	Rates
	43	\$880
	41	\$880
	26	\$720
	25	\$695
Galipo, Law Offices of		
2019 Rates:	Bar Admission Year	Rates
	1989	\$1,000

Gibson Dunn & Crutcher LLP		
2020 Rates:	Level	Rates
	Senior Partners	\$1,395 – 1,525
	Senior Associate	\$960
	Mid-level Associate	\$740
	Paralegals	\$480
2017 Rates:	Bar Admittance or Law School Graduation	Rates
	1987	\$956
	1987	\$944
	1997	\$960
	2006	\$736
	2008	\$*592/\$696
	2013	\$600

	2015	\$520
	2016	\$472
Non-Attorney		\$216-\$335
2016 Rates	Bar Admittance	Rates
	1987	\$852
	2010	\$540
	2013	\$404
2015 Rates	Years of Experience	Rates
	37	\$1,125
	23	\$955
	3	\$575

Hadsell, Stormer, Richardson & Renick		
2019 Rates:	Years of Experience	Rates
	46	\$1,150
	17	\$750
	10	\$575
	7	\$500
	6	\$475
2015 Rates:	Years of Experience/Level	Rates
	42	\$1,050
	20	\$750
	26	\$700
	16	\$650
	13	\$600
	5	\$425

	4	\$375
	Law Clerks	\$225
	Paralegals	\$175-250
2012 Rates:	Years of Experience	Rates
	38	\$825
	33	\$775
	22-23	\$625
	17	\$600
	12	\$525
	10	\$425
	4	\$275
	3	\$250

Hagens Berman Sobol Shapiro LLP		
2017 Rates:	Levels	Rates
	Senior Attorney	\$950
	Other Partners	\$578-\$760
	Associates	\$295-\$630

Hausfeld LLP		
2022 Rates:	Years Practicing	Rates
	33-42 (Partners and Of Counsel)	\$1,050
	14 (Partner)	\$960
	11 (Senior Counsel)	\$610
	12 (Of Counsel)	\$600

Hausfeld LLP		
	7 (Associate)	\$610
	6 (Associate)	\$590
	5 (Associate)	\$550
	4 (Associate)	\$420
	Summer Associate	\$260
2014 Rates:	Years of Experience	Rates
	45	\$985
	37	\$935-895
	15	\$610-510
	14	\$600
	7	\$490
	3	\$370
	Paralegals	\$300-320
	Law Clerks	\$325

Hooper, Lundy & Bookman		
2019 Rates:	Law School Graduation Year	Rates
	1975	\$1,025
	1976	\$965
	1979	\$1,025
	2007	\$815

	2011	\$800
	2015	\$640
	2016	\$600
	2019	\$440
2018 Rates:	Law School Graduation Year	Rates
	1975	\$1,025
	1976	\$930
	1979	\$995
	2015	\$570

Jones Day		
2020 Rates:	Years of Experience e	Rates
	1 st	\$413.25
2018 Rates:		
	30+	\$1,025
2016 Rates:	Bar Admission Year	Rates
	2001	\$900
	2004	\$850 (partner)
	2004	\$657.70 (assoc.)
	2014	\$450
2015 Rates:	Bar Admission Year	Rates
	2001	\$875
	2014	\$400

Kaye, McLane, Bednarski & Litt		
2019 Rates:	Graduation Year	Rates
	1969	\$1,200
	1993	\$800
	2008	\$600-\$700
	2006	\$700
	Paralegals	\$125-360
	Law Clerks	\$225
2017 Rates:	Graduation Year	Rates
	1969	\$1,150
	1992	\$750
	1993	\$765
	2008	\$730
	Sr. Paralegal	\$335
	Jr. Paralegal	\$150
	Law Clerk	\$200
2014 Rates:	Years of Experience	Rates
	45	\$975
	28	\$700-775
	26	\$775
	10	\$600
	6	\$500
	Senior Paralegal	\$295
	Other Paralegal	\$175-235

	Law Clerk	\$250
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The Kick Law Firm, APC		
2022 Rates:	Years of Experience	Rates
	33	\$900
	12-23 (Associates)	\$650
Kirkland & Ellis		
2017 Rates:	Years of Experience	Rates
	20	\$1,165
	9	\$995
	8	\$965
	5	\$845
	4	\$845
	3	\$810
	2	\$555

Latham & Watkins		
2016 Rates:	Average Partner	\$1,185.83
	Highest Partner	\$1,595
	Lowest Partner	\$915
	Average Associate	\$754.62
	Highest Associate	\$1,205
	Lowest Associate	\$395

Lieff Cabraser Heimann & Bernstein, LLP		
2022 Rates:	Years Practicing	Rates
Of Counsel	56	\$1,150
Partners	44	\$1,150
	36	\$1,000
	33-35	\$1,025
	45	\$975
	21-24	\$850
	19	\$800
	13	\$645
	10	\$625
	7	\$510
Associates	6	\$445-\$485
	5	\$345
	4	\$535
Law Clerks	NA	\$345-395
Paralegal/Clerks	NA	\$330-405
Litigation Support/Research	NA	\$345-\$420
2020 Rates:	Law School Grad. Year	Rates
	1972	\$1,075
	1998	\$950
	1993	\$900
	1984	\$850
	2000	\$775
	2001-2002	\$700
	2005	\$650
	2007	\$590
	2008	\$560
	2012	\$480-\$510

	2015	\$440
	2017	\$395
	Law Clerk	\$375-\$395
	Paralegal/Clerk	\$345-390
	Litigation Support/Research	\$345-495
2017 Rates:	Years of Experience	Rates
	11-16	\$510-\$675
	2-6	\$370-\$455
	0-13 (Contract Atty)	\$415
	Paralegals	\$360
2015 Rates:	Year of Bar Admission	Rates
	1972	\$975
	1989	\$850
	2001	\$625
	2006	\$435
	2009	\$435
2014 Rates:	Year of Bar Admission	Rates
	1998	\$825
	2001	\$600
	2006	\$435
	2009	\$415
	2013	\$325
	Paralegal/Clerk	\$305
2013 Rates:	Year of Bar Admission	Rates
	1975	\$925
	1998	\$800

	2001	\$525
	2003	\$490
	2006	\$415
	2009	\$395
	2013	\$320
	Paralegal/Clerk	\$285

Michelman & Robinson LLP		
2018 Rates:	Bar Admission Date	Rates
	Partners	\$995
	Senior Associate	\$580
	Associate	\$480

Milbank, Tweed, Handley & McCloy LLP		
2016 Rates:	Bar Admission Date	Rates
	1983	\$1,025
	1984	\$1,350
	1992	\$1,350
	2002 (Associate)	\$915

Morrison Foerster LLP		
2018 Rates:	Years of Practice	Rates
	40	\$1,050
	22	\$950

	11	\$875
	3	\$550
	Paralegal	\$325
2017 Rates:	Bar Admission Date	Rates
	2007	\$608
	2012	\$575
2016 Rates:	Bar Admission Date	Rates
	1975	\$1,025
	1999	\$975
	1993	\$975
2013 Rates:	Level	Rates
	Average Partner	\$865
	Highest Partner	\$1,195
	Lowest Partner	\$595
	Average Associate	\$525
	Highest Associate	\$725
	Lowest Associate	\$230

Munger, Tolls & Olson		
2021 Rates	Law School Grad. Year	Rate
	1991	\$1,725
	2009	\$995
	2016	\$825
	Paralegal (43 years' experience)	\$365

2020 Rates:		
	1991	\$1,610
	2001	\$950
	2009	\$920
	2016	\$725
	Paralegal (42 years' experience)	\$345
2016 Rates (unless otherwise noted):	Bar Admittance or Law School Graduation	Rates
Partners:	1966	\$1,000 (2015); 1,245 (2016)
	1977	\$1,110 (2015)
	1981	\$910
	1985	\$995
	1992	\$875-885
	1995	\$910
	2002	\$750
Of Counsel:	1976	\$705
Associates:	2009	\$615 (2015); \$660 (2016)
Non-Attorneys Timekeepers:		\$380-90

O'Melveny & Myers		
2019 Rates:	Level	Rate
	Senior Partner	\$1,250
	Partner (1998 Bar Admittee)	\$1,050

	3rd Year Associate	\$640
	2nd Year Associate	\$565
2016 Rates:	Bar Admission Date	Rates
	1985	\$1,175
	2004	\$895
	2005	\$780
	2007	\$775
	2010	\$725
	2011	\$700
	2012	\$655
	2013	\$585
	2014	\$515
	2015	\$435
2013 Rates:	Level	Rates
	Average Partner	\$715
	Highest Partner	\$950
	Lowest Partner	\$615

Orrick Herrington & Sutcliffe		
2014 Rates:	Level	Rates
	Average Partner	\$845
	Highest Partner	\$1,095
	Lowest Partner	\$715
	Average Associate	\$560

	Highest Associate	\$710
	Lowest Associate	\$375

Paul Hastings LLP		
2020 Rates:	Years of Experience	Rates
	25	\$1,425
	7	\$885
	5	\$775
	3	\$645
	Research assistant	\$335
2016 Rates:	Bar Admission Date	Rates
	1973	\$1,175
	1997	\$895
	1990	\$750
2014 Rates:	Level	Rates
	Average Partner	\$815
	Highest Partner	\$900
	Lowest Partner	\$750
	Average Associate	\$540
	Highest Associate	\$755
	Lowest Associate	\$350

Pearson Simon & Warshaw LLP		
2019 Rates:	Years of Experience	Rates
	23-38	\$1,150

	10	\$900
	Of Counsel	\$825
	6	\$500
	4	\$450
	Paralegals	\$225
2018 Rates:	Years of Experience	Rates
	22-37	\$1,050
	9	\$650
	Of Counsel	\$725
	5	\$450
	3	\$400
2017 Rates:	Years of Experience	Rates
	35-36	\$1,035
	8	\$520
	4	\$400
	2	\$350

Proskauer Rose LLP		
2016 Rates:	Bar Admission Date	Rates
	1974	\$1,475
	1983	\$1,025
	1979	\$950
	2007	\$850
	2013	\$495

	2015	\$440-445
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Quinn Emanuel Urquhart & Sullivan		
2018 Rates:	Law School Graduation Yr.	Rates
	1980	\$1,135
	2016	\$630
2013 Rates:	Level	Rates
	Average Partner	\$915
	Highest Partner	\$1,075
	Lowest Partner	\$810
	Average Associate	\$410
	Highest Associate	\$675
	Lowest Associate	\$320

Reed Smith LLP		
2020 Rates:	Years of Experience	Rates
	22	\$930
	16	\$780
	14	\$840
	Paralegals	\$250
2014 Rates:	Years of Experience	Rates
	37	\$830
	18	\$695
	15	\$585
	6	\$485

	5	\$435
2013 Rates:	Years of Experience	Rates
	Partners	
	36	\$830
	30	\$805
	17	\$610-615
	14	\$570
	Associates	
	8	\$450-535
	6	\$495

Ropes & Gray		
2016 Rates:	Level	Rates
	Partner	\$880-1,450
	Counsel	\$605-1,425
	Associate	\$460-1050
	Paralegals	\$160-415

Schonbrun, DeSimone, Seplow, Harris & Hoffman		
2019 Rates:	Years of Experience	Rates
	43	\$1,050
2014 Rates:	Years of Experience	Rates
	29	\$750
	24	\$700

2012 Rates:	Years of Experience	Rates
	27	\$695
	22	\$630

Shegarian Law		
2018 Rates:	Years of Experience	Rate
	29	\$1,100
	10	\$675
	6	\$500
Skadden, Arps, Slate, Meagher & Flom		
2013 Rates:	Level	Rates
	Average Partner	\$1,035
	Highest Partner	\$1,150
	Lowest Partner	\$845
	Average Associate	\$620
	Highest Associate	\$845
	Lowest Associate	\$340

Law Office of Carol Sobel		
2020 Rate:	Years of Experience	Rate
	42	\$1,050
2019 Rate:	Years of Experience	Rate
	41	\$1,000
2015 Rates:	Years of Experience	Rate

	37	\$875
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Wilson Sonsini Goodrich & Rosati PC		
2017 Rates:	Bar Admission Date	Rates
	2000	\$950

Winston & Strawn		
2019 Rates:	Level	Rates
	Partners:	\$1,025 - \$1,515
	Associates:	\$615-\$25
2018 Rates:	Level	Rates
	Partners:	\$820-\$1,445
	Associates:	\$585-\$765
	Paralegals:	\$170-340
	Litigation Support Mgr.	\$275
	Review Attorneys	\$85
2017 Rates:	Level	Rates
	Partners:	\$990-\$1,365
	Associates:	\$495-\$760
	Paralegals:	\$165-295
2016 Rates:	Level	Rates
	Partners:	\$885-\$1,290
	Associates:	\$470-\$715
	Paralegals:	\$170-280

	Litigation Support Mgr.:	\$250
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*Counsel for the Board of Each of PG&E Corporation
and Pacific Gas and Electric Company and for
Certain Current and Former Independent Directors*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case No.
19-30088 (DM).*

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**SUMMARY SHEET TO THIRD INTERIM
APPLICATION OF SIMPSON THACHER
& BARTLETT LLP FOR ALLOWANCE
AND PAYMENT OF COMPENSATION
AND REIMBURSEMENT OF EXPENSES
FOR THE PERIOD OF SEPTEMBER 1,
2019 THROUGH DECEMBER 31, 2019**

Hearing Date to be Set

Place: United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102

Objection Deadline: April 5, 2020 at 4:00 p.m.
(Pacific Time)

General Information

Name of Applicant	Simpson Thacher & Bartlett LLP
Name of Client	Board of Each of PG&E Corporation and Pacific Gas and Electric Company and Certain Current and Former Independent Directors
Petition Date	January 29, 2019
Retention Date	May 10, 2019 <i>nunc pro tunc</i> to January 29, 2019

Summary of Fees and Expenses Sought in this Application

Time Period Covered by Application	September 1, 2019 – December 31, 2019 ¹
Amount of Compensation Sought as Actual, Reasonable and Necessary	\$2,705,242.50
Amount of Compensation Sought Pursuant to Section 327(e)	\$1,177,487.50
Amount of Compensation Sought Pursuant to Section 363	\$1,527,755.00
Amount of Expense Reimbursement Sought as Actual, Reasonable and Necessary Pursuant to Section 327(e)	\$26,599.41
Amount of Expense Reimbursement Sought as Actual, Reasonable and Necessary Pursuant to Section 363	\$47,090.09

Total Fees and Expenses Allowed Pursuant to Prior Applications²

Total Allowed Compensation Paid to Date	N/A
Total Allowed Expenses Paid to Date	N/A

Total Fees and Expenses Paid to Applicant Pursuant to Monthly Statements but Not Yet Allowed

Compensation Sought in this Application Already Paid Pursuant to the Interim Compensation Order but Not Yet Allowed	\$908,661.60
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(80% of the undisputed Fees in the Sixth and Seventh Monthly Fee Statements)

Expenses Sought in this Application Already Paid Pursuant to the Interim Compensation Order but Not Yet Allowed (100% of Expenses in Sixth and Seventh Monthly Fee Statements)	\$58,688.25
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Summary of Total Fees and Expenses Sought in this Application

Total Compensation and Expenses Sought in this Application (100% of fees and expenses)	\$2,778,932.00
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Total Compensation and Expenses Sought in this Application Not Yet Paid or Allowed	\$1,811,582.15
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Summary of Rates and Related Information

Number of Timekeepers in this Application	38 (28 Attorneys, 10 Paraprofessionals)
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Hours Billed by Timekeepers this Compensation Period	2,303.60
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Blended Rate for Attorneys	\$1,199.79
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Blended Rate for all Professionals	\$1,174.35
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This is a(n) X Interim Final Application

¹ Pursuant to the Interim Compensation Order (as defined below), the initial interim compensation period was to include the period from the Petition Date (as defined below) through and including May 31, 2019, the second interim compensation period was therefore to include June 1, 2019 through and including September 30, 2019, and the third interim compensation period was therefore to include October 1, 2019 through and including January 31, 2020. However, as of the filing date of Simpson's second Interim Fee Application, Simpson Thacher had not yet filed a Monthly Fee Statement (as defined below) for the calendar month of September 2019, and as of the date hereof, Simpson Thacher has not yet filed a Monthly Fee Statement for the calendar month of January 2020. Accordingly, the Compensation Period for this Application includes the period from September 1, 2019 through and including December 31, 2019.

² The hearing for Simpson Thacher's first interim fee application, as amended pursuant to the compromise reached with the Fee Examiner, is set for March 25, 2020 at 10:00 am (Pacific Time).

Exhibit E

**COMPENSATION BY PROFESSIONAL
SEPTEMBER 1, 2019 THROUGH DECEMBER 31, 2019**

The attorneys who rendered professional services in these Chapter 11 Cases during the
Compensation Period are:

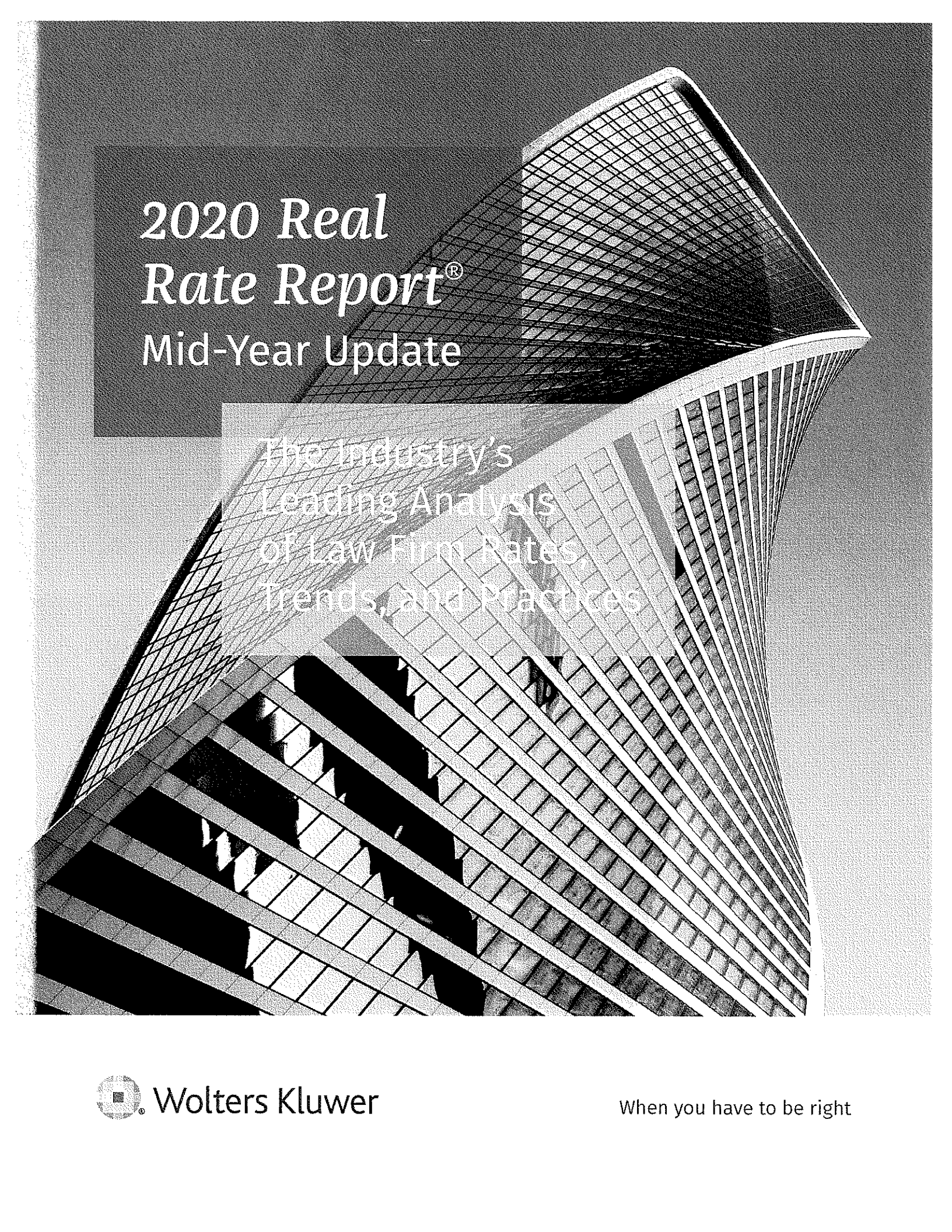
<u>NAME OF PROFESSIONAL PARTNERS AND COUNSEL</u>	<u>DEPARTMENT</u>	<u>YEAR ADMITTED</u>	<u>HOURLY RATE</u>	<u>TOTAL HOURS BILLED</u>	<u>TOTAL COMPENSATION</u>
Blake, Stephen	Litigation	2008	\$1,325	103.60	\$137,270.00
Curnin, Paul C.	Litigation	1988	\$1,640	144.50	\$236,980.00
Frankel, Andrew T.	Litigation	1990	\$1,535	10.10	\$15,503.50
Goldin, Nicholas	Litigation	2000	\$740	8.70	\$6,438.00
Goldin, Nicholas	Litigation	2000	\$1,480	147.00	\$217,560.00
Grogan, Gregory T.	ECEB	2001	\$1,535	39.90	\$61,246.50
Kelley, Karen H.	Corporate	2003	\$1,425	1.60	\$2,280.00
Kreissman, James G.	Litigation	1989	\$1,640	3.50	\$5,740.00
Ponce, Mario A.	Corporate	1989	\$1,640	284.30	\$466,252.00
Purushotham, Ravi	Corporate	2010	\$1,325	43.20	\$57,240.00
Qusba, Sandy	Corporate	1994	\$1,535	351.60	\$539,706.00
Steinhardt, Brian M.	Corporate	1999	\$1,640	4.50	\$7,380.00
Webb, Daniel N.	Corporate	2002	\$1,480	0.80	\$1,184.00
Alcables, Elisa	Litigation	1989	\$1,220	24.20	\$29,524.00
McLendon, Kathrine	Corporate	1985	\$1,220	41.50	\$50,630.00
Ricciardi, Sara A.	Litigation	2003	\$1,190	59.30	\$70,567.00
Total Partners and Counsel:				1,268.30	\$1,905,501.00

<u>NAME OF PROFESSIONAL ASSOCIATES</u>	<u>DEPARTMENT</u>	<u>YEAR ADMITTED</u>	<u>HOURLY RATE</u>	<u>TOTAL HOURS BILLED</u>	<u>TOTAL COMPENSATION</u>
Calderon, Justin	Litigation	2018	\$700	63.70	\$44,590.00
Campbell, Eamonn W.	Litigation	2016	\$915	135.10	\$123,616.50
Duran, Raul G.	Litigation	2018	\$590	32.70	\$19,293.00
Egenes, Erica M.	Corporate	2018	\$840	26.80	\$22,512.00
Fell, Jamie	Corporate	2015	\$995	73.10	\$72,734.50
Isaacman, Jennifer	Litigation	2019	\$590	103.30	\$60,947.00
Kinsel, Kourtney J.	Litigation	2018	\$590	120.20	\$70,918.00
Levine, Jeff P.	Corporate	2016	\$915	17.80	\$16,287.00
Lundqvist, Jacob	Litigation	2019	\$590	84.80	\$50,032.00

Phillips, Jacob M.	ECEB	2017	\$840	37.80	\$31,752.00
Sparks Bradley, Rachel	Litigation	2013	\$1,095	130.40	\$142,788.00
Sussman, Rebecca A.	Litigation	2017	\$840	134.60	\$113,064.00
Vallejo, Melissa A.	Litigation	2019	\$590	0.30	\$177.00
Total Associates:				960.60	\$768,711.00

<u>NAME OF PARAPROFESSIONALS</u>	<u>DEPARTMENT</u>	<u>YEAR ADMITTED</u>	<u>HOURLY RATE</u>	<u>TOTAL HOURS BILLED</u>	<u>TOTAL COMPENSATION</u>
Franklin, Janie Marie	Paralegal – Litigation		\$455	29.50	\$13,422.50
Kortright, Magallie	Paralegal – Litigation		\$400	22.40	\$8,960.00
Laspisa, Rosemarie	Paralegal – Litigation		\$400	2.00	\$800.00
Rovner, Grace	Paralegal – Corporate		\$265	1.00	\$265.00
Terricone, Cyrena	Paralegal – Litigation		\$400	1.00	\$400.00
Carney, Michael	Knowledge Management		\$420	0.90	\$378.00
Kovoor, Thomas G.	Knowledge Management		\$420	13.30	\$5,586.00
Mierski, Nathan	Resource Center		\$265	0.30	\$79.50
Scott, Eric Dean	Resource Center		\$265	0.30	\$79.50
Welman, Timothy	Resource Center		\$265	4.00	\$1,060.00
Total Paraprofessionals:				74.70	\$31,030.50

<u>PROFESSIONALS</u>	<u>BLENDED HOURLY RATE</u>	<u>TOTAL HOURS BILLED</u>	<u>TOTAL COMPENSATION</u>
Partners and Counsel	\$1,502.41	1,268.30	\$1,905,501.00
Associates	\$800.24	960.60	\$768,711.00
Paraprofessionals	\$415.40	74.70	\$31,030.50
Blended Attorney Rate	\$1,199.79		
Blended Professionals Rate	\$1,174.35		
Total Fees Incurred		2,303.60	\$2,705,242.50



2020 Real Rate Report[®] Mid-Year Update

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

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A Letter to Our Readers

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

Welcome to the Wolters Kluwer's ELM Solutions 2020 Mid-Year Real Rate Report®, the industry's leading data-driven benchmark report for lawyer rates. Our Real Rate Report has been a useful data analytics resource to the legal industry since its inception in 2010 and continues to evolve even in the current environment.

The Real Rate Report is powered by Wolters Kluwer's ELM Solutions LegalVIEW® data warehouse, the world's largest source of legal performance benchmark data, which has grown to include over \$140 billion in anonymized legal data.

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

So far, 2020 has been an unprecedented year with the global pandemic causing disruption to health, economies, and society. Many industry sectors have been impacted by COVID-19, and the legal industry is no exception. Our business intelligence experts have observed downward but uneven trends in law firm billing activity and intend to continue to track the legal industry response. We strive to make the Real Rate Report a valuable and actionable reference tool for legal departments and law firms.

In our current environment, the need for a reliable and comparative data source for rates has never been more important. As always, we welcome your comments and suggestions on what information would make this publication more valuable to you. We thank you for making Wolters Kluwer's ELM Solutions your trusted partner for legal industry domain expertise, data, and analytics and look forward to continuing to provide market-leading, expert solutions that deliver the best business outcomes for collaboration among legal departments and law firms.

Sincerely,



Jonah Paransky

Executive Vice President and General Manager
Wolters Kluwer's ELM Solutions

Report Use Considerations

2020 Mid-Year Real Rate Report

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

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

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

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

Some key factors¹ that drive rates²:

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

Additional analysis was performed to examine the impact of rates on law firm invoices relative to an e-billing providers' business model. It should be noted that there are several industry-standard business models that e-billing providers use to charge law firms and other legal service providers to submit invoices and perform other transactions through their systems. The three main model types are:

- Client pay, where the corporate client pays a subscription for the matter and spend solution.
- Law firm pay, where the law firm pays a subscription or usage fee based on the invoices submitted.
- Hybrid, which is a combination of a client pay and law firm pay.

¹ Source: 2018 RRR. Factor order validated in multiple analyses since 2010

² David Goguen, J.D., University of San Francisco School of Law (2017) Guide to Legal Services Billing Retrieved from <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

Report Use Considerations

The data shows that the law firm pay model has become normative in the industry – 85%+ of Wolters Kluwer's ELM Solutions clients' law firms participate in a law firm pay or hybrid model. In addition, 99% of the Am Law 200 law firms participate in at least one law firm pay model paying 1% or more on the invoices submitted, and 97% of the Am Law 200 pay 2%.

The analysis performed then examined law firm rates from firms who participated in one of those law firm pay/hybrid models versus those who are in a client pay model. The analysis showed no statistical difference in rates, suggesting that the business model that the firm participates in does not impact the rates the firm charges to their corporate client.

Effects of COVID-19

Additional analyses were performed to assess any trends and potential effects of COVID-19 on rates and other measures. Across all industries, we see a decline of 7% in the number of new matters being opened. Legal spend is down 5%. Activity varies by industry with spend decreasing only 1% in the technology sector but up to 30% for consumer services.

In some instances, we see more than expected increases in attorney rates. Among the possible reasons for this are:

- Potential opportunistic billing created by the pandemic. Dislocations in the supply chain in some segments of the market which allow firms to charge more for services.
- Law firms may have reduced staff to cut expenses. The data in the mid-year report shows a slight increase in the number of billing partners and a decrease in billing paralegals. Be on guard for opportunistic pricing and weigh your outside counsel relationships accordingly.

Overall, the data in the 2020 Mid-Year Real Rate Report provides corporate counsel with an understanding of the rates they can expect to pay for a given matter type, division, industry, or practice area and offers in-depth analyses on key drivers of rates to help make informed selection decisions. For law firms, it provides a relative benchmark to ensure that pricing for legal services remains competitive.

Wolters Kluwer's ELM Solutions research shows: you can evaluate these rates with confidence they are not affected by e-billing pricing models; you should stay sensitized to potential Covid influences on rates and activity in some markets and guard against overpaying.

Section I: High-Level Data Cuts

Cities

By Matter Type

Q2 2020 -- Real Rates for Partners and Associates

Trend Analysis (Mean)

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	Q2 2020	Q2 2019	Q2 2018
New York City	Individual	Partner	49	\$317	\$400	\$483	\$413	\$419	\$386
		Associate	35	\$190	\$251	\$321	\$264	\$268	\$264
		Senior Associate	57	\$383	\$441	\$525	\$446	\$426	\$413
		Staff	31	\$236	\$262	\$301	\$276	\$263	\$269
New York City	Firmwide	Partner	57	\$319	\$353	\$385	\$368	\$344	\$338
		Associate	57	\$135	\$225	\$251	\$202	\$236	\$182
	Non-Individual	Partner	28	\$297	\$353	\$483	\$375	\$347	\$350
New York City	Firmwide	Partner	11	\$281	\$300	\$378	\$350	\$292	\$312
		Associate	12	\$145	\$208	\$404	\$265	\$225	\$248
		Senior Associate	14	\$304	\$345	\$365	\$368	\$349	\$359
New York City	Firmwide	Partner	82	\$373	\$443	\$514	\$456	\$454	\$409
		Associate	80	\$275	\$308	\$340	\$306	\$294	\$270
		Senior Associate	109	\$385	\$430	\$532	\$458	\$445	\$443
		Staff	100	\$225	\$277	\$320	\$283	\$279	\$259
New York City	Firmwide	Partner	15	\$150	\$150	\$150	\$170	\$170	\$206
		Associate	21	\$250	\$360	\$563	\$429	\$391	\$356
		Senior Associate	19	\$247	\$280	\$313	\$284	\$273	\$261
		Staff	27	\$300	\$400	\$495	\$432	\$490	\$482
New York City	Firmwide	Partner	22	\$236	\$292	\$337	\$281	\$289	\$289
		Associate	11	\$235	\$250	\$250	\$272	\$286	\$268
New York City	Firmwide	Partner	14	\$215	\$250	\$362	\$297	\$251	\$269
		Associate	14	\$215	\$250	\$362	\$297	\$251	\$269
New York City	Firmwide	Partner	387	\$425	\$660	\$940	\$694	\$673	\$650
		Associate	478	\$350	\$535	\$740	\$548	\$524	\$501
		Senior Associate	583	\$564	\$795	\$1,085	\$837	\$803	\$771
		Staff	834	\$432	\$605	\$794	\$629	\$608	\$595
Philadelphia	Firmwide	Partner	17	\$301	\$349	\$391	\$351	\$348	\$340
		Associate	21	\$180	\$210	\$260	\$218	\$218	\$212
		Senior Associate	14	\$223	\$245	\$250	\$237	\$204	\$221
Philadelphia	Firmwide	Partner	18	\$361	\$415	\$478	\$423	\$422	\$429
		Associate	16	\$290	\$365	\$425	\$360	\$344	\$351
Philadelphia	Firmwide	Partner	20	\$285	\$321	\$357	\$327	\$337	\$349
		Associate	12	\$195	\$213	\$225	\$215	\$235	\$229

Section I: High-Level Data Cuts

Cities

By Years of Experience

Q2 2020 -- Real Rates for Partners

Trend Analysis (Mean)

City	Years of Experience	n	First Quartile	Median	Third Quartile	Q2 2020	Q2 2019	Q2 2018
Alaska	Less Than 1 Year	31	\$300	\$329	\$400	\$346	\$337	\$343
	1-5 Years	70	\$266	\$350	\$448	\$354	\$360	\$356
Arizona	Less Than 1 Year	14	\$390	\$455	\$495	\$460	\$438	\$414
	1-5 Years	17	\$338	\$425	\$487	\$421	\$358	\$383
California	Less Than 1 Year	39	\$424	\$502	\$730	\$561	\$525	\$482
	1-5 Years	19	\$275	\$300	\$425	\$363	\$359	\$345
Colorado	Less Than 1 Year	73	\$502	\$675	\$828	\$691	\$673	\$652
	1-5 Years	78	\$533	\$795	\$973	\$787	\$664	\$667
Connecticut	Less Than 1 Year	32	\$297	\$384	\$420	\$367	\$366	\$338
	1-5 Years	56	\$378	\$465	\$551	\$459	\$450	\$423
Delaware	Less Than 1 Year	22	\$296	\$342	\$357	\$330	\$322	\$303
	1-5 Years	18	\$295	\$370	\$440	\$384	\$348	\$369
Florida	Less Than 1 Year	11	\$300	\$325	\$460	\$384	\$333	\$360
	1-5 Years	51	\$328	\$396	\$440	\$386	\$369	\$353
Georgia	Less Than 1 Year	68	\$411	\$500	\$600	\$511	\$500	\$449
	1-5 Years	18	\$250	\$475	\$675	\$485	\$491	\$452
Hawaii	Less Than 1 Year	12	\$230	\$250	\$275	\$273	\$266	\$278
	1-5 Years	199	\$450	\$655	\$912	\$683	\$685	\$641
Idaho	Less Than 1 Year	365	\$528	\$731	\$1,047	\$797	\$743	\$723
	1-5 Years	12	\$338	\$380	\$410	\$371	\$394	\$360
Illinois	Less Than 1 Year	11	\$286	\$290	\$365	\$317	\$303	\$311
	1-5 Years	17	\$325	\$400	\$425	\$373	\$368	\$371
Indiana	Less Than 1 Year	44	\$375	\$508	\$615	\$479	\$471	\$390
	1-5 Years	107	\$350	\$546	\$726	\$541	\$530	\$482
Iowa	Less Than 1 Year	20	\$260	\$343	\$439	\$410	\$372	\$366
	1-5 Years	36	\$378	\$458	\$611	\$516	\$407	\$402
Kansas	Less Than 1 Year	60	\$416	\$520	\$599	\$506	\$465	\$430
	1-5 Years	120	\$399	\$605	\$743	\$590	\$582	\$493
Kentucky	Less Than 1 Year	22	\$360	\$409	\$457	\$398	\$361	\$353
	1-5 Years	43	\$418	\$457	\$514	\$456	\$433	\$438
Louisiana	Less Than 1 Year	34	\$301	\$348	\$442	\$367	\$341	\$327
	1-5 Years	48	\$290	\$360	\$463	\$376	\$362	\$336
Maine	Less Than 1 Year	514	\$630	\$1,010	\$1,273	\$965	\$939	\$889
	1-5 Years	1126	\$598	\$949	\$1,330	\$977	\$964	\$929

Section I: High-Level Data Cuts

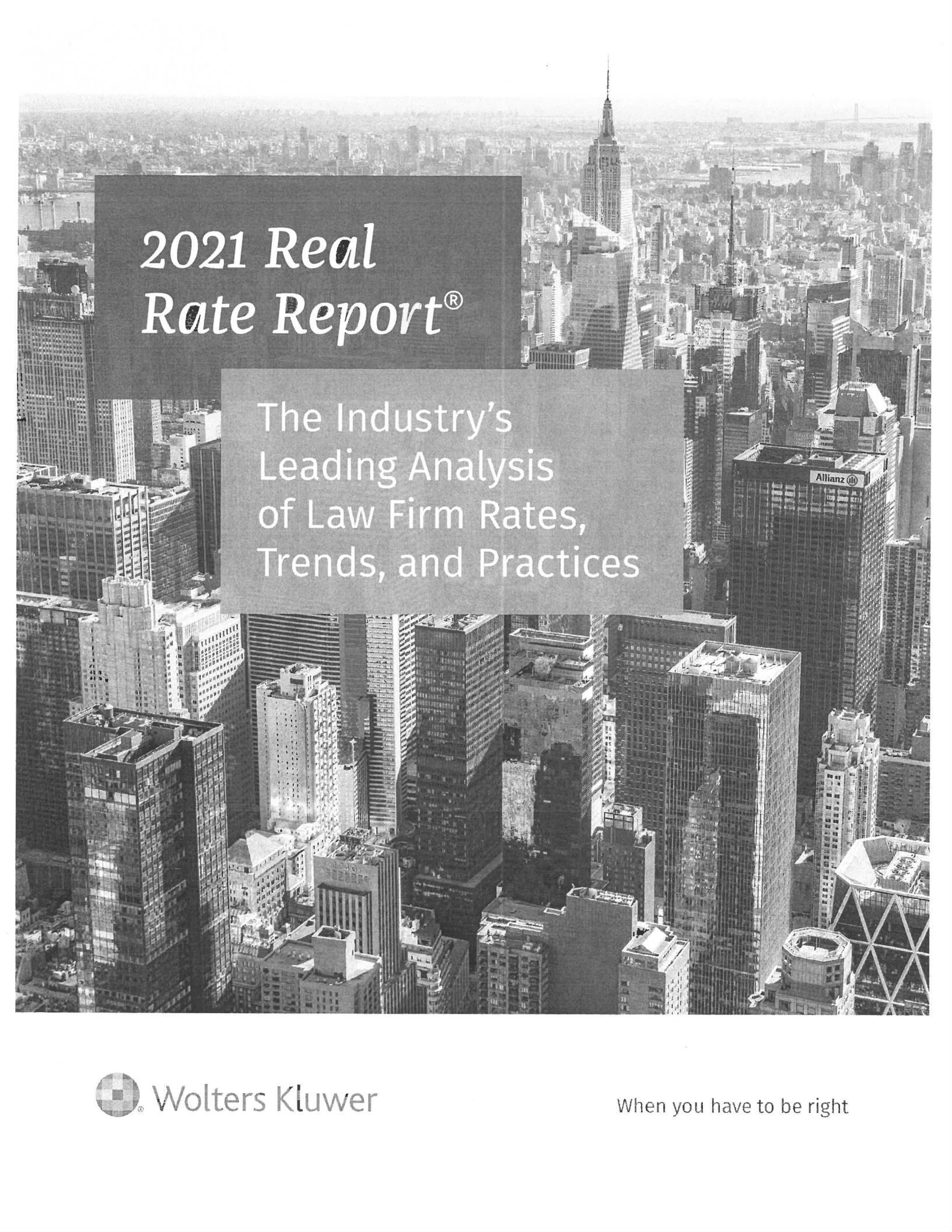
Cities

By Years of Experience

Q2 2020 -- Real Rates for Associates

Trend Analysis (Mean)

City	Years of Experience	n	First Quartile	Median	Third Quartile	Q2 2020	Q2 2019	Q2 2018
ALABAMA	Less Than 1 Year	25	\$272	\$300	\$325	\$295	\$290	\$247
	1-4 Years	29	\$269	\$295	\$311	\$295	\$277	\$271
	5-9 Years	17	\$250	\$288	\$330	\$285	\$282	\$286
ALASKA	Less Than 1 Year	47	\$397	\$476	\$581	\$483	\$479	\$455
	1-4 Years	138	\$395	\$565	\$699	\$557	\$510	\$462
	5-9 Years	207	\$350	\$536	\$811	\$585	\$573	\$549
ARIZONA	Less Than 1 Year	20	\$265	\$325	\$350	\$336	\$339	\$279
	1-4 Years	39	\$240	\$381	\$491	\$383	\$373	\$306
	5-9 Years	16	\$256	\$294	\$315	\$299	\$284	\$285
ARKANSAS	Less Than 1 Year	16	\$295	\$364	\$403	\$354	\$361	\$435
	1-4 Years	26	\$312	\$355	\$418	\$368	\$363	\$321
	5-9 Years	29	\$295	\$378	\$508	\$379	\$384	\$331
CALIFORNIA	Less Than 1 Year	18	\$225	\$266	\$297	\$268	\$259	\$257
	1-4 Years	20	\$226	\$253	\$305	\$261	\$244	\$236
	5-9 Years	22	\$238	\$325	\$369	\$304	\$276	\$234
COLORADO	Less Than 1 Year	153	\$385	\$513	\$647	\$536	\$501	\$517
	1-4 Years	286	\$404	\$589	\$826	\$613	\$586	\$549
	5-9 Years	564	\$410	\$693	\$945	\$697	\$702	\$678
CONNECTICUT	Less Than 1 Year	16	\$281	\$305	\$348	\$326	\$304	\$276
	1-4 Years	60	\$300	\$325	\$395	\$342	\$329	\$339
	5-9 Years	158	\$305	\$355	\$430	\$378	\$363	\$338
DELAWARE	Less Than 1 Year	170	\$310	\$450	\$514	\$449	\$429	\$397
	1-4 Years	11	\$213	\$275	\$315	\$275	\$236	\$278
	5-9 Years	21	\$251	\$335	\$393	\$320	\$297	
FLORIDA	Less Than 1 Year	36	\$275	\$355	\$425	\$345	\$327	\$317
	1-4 Years	40	\$265	\$356	\$474	\$372	\$349	\$335
	5-9 Years	14	\$251	\$285	\$309	\$277	\$264	\$299
GEORGIA	Less Than 1 Year	45	\$293	\$336	\$388	\$336	\$310	\$321
	1-4 Years	51	\$332	\$415	\$458	\$389	\$359	\$366
	5-9 Years	15	\$350	\$417	\$450	\$393	\$381	\$330
HAWAII	Less Than 1 Year	15	\$200	\$224	\$245	\$222	\$203	\$185
	1-4 Years	11	\$231	\$290	\$378	\$314	\$324	\$313
	5-9 Years	33	\$288	\$365	\$545	\$412	\$419	\$453



2021 Real Rate Report[®]

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



Wolters Kluwer

When you have to be right

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This year, we launched our LegalVIEW Insights Report series, which explores the emerging trends behind the overall legal spend volatility seen in corporate legal departments. The insights reports coupled with the Real Rate Report are great tools to drive actionable decisions.

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

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

As always, we welcome your comments and suggestions on what information would make this publication more valuable to you. We thank our data contributors for participating in this program. And we thank you for making Wolters Kluwer's ELM Solutions your trusted partner for legal industry domain expertise, data, and analytics and look forward to continuing to provide market-leading, expert solutions that deliver the best business outcomes for collaboration among legal departments and law firms.

Sincerely,



Barry Ader

Vice President, Product Management and Marketing
Wolters Kluwer's ELM Solutions

Report Use Considerations

2021 Real Rate Report

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

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

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

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

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

Rates increase in geographic areas with growing population

Additional analysis was performed to examine the impact of geographic location on law firm hourly rates. This report, like previous ones, shows that large, cosmopolitan legal services markets like New York City, San Francisco, and Los Angeles are associated with higher hourly rates. In addition, our analysis reveals a significant spike in hourly rates in areas of the country

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010

Report Use Considerations

that are currently experiencing high population growth. Significant average rate increases occurred from 2020 to 2021 in many areas, but especially Fresno, California (~15% average rate increase), Greenville, SC (~18%), Miami, FL (~9%), Nashville, TN (~11%), Oklahoma City (~13%), Phoenix, AZ (~10%), and Seattle, WA (~11%) -- all of which have experienced much higher than average population growth in recent years.

The correlation between hourly rates and population growth makes sense. When people and businesses move into an area, it creates a spike in demand for all sorts of goods and services, including legal services. However, it is hard for the supply of legal services to move as quickly as demand because attorneys looking to move into a new geographic area face high switching costs that most will refuse to pay unless they absolutely have to.

First, attorneys looking to take work in a new state have to get licensed there, which takes time and effort and is a distraction that can reduce their current income in the form of the number of hours they are able to bill to clients. Second, despite the rise in remote working, many attorneys looking to establish practices in a new geographic location may have to establish at least some physical presence there, find a new office, new lodging, and potentially uproot their entire family. Third, even if the switching costs of licensure, physically moving, etc. are paid, attorneys may fear yet another switching cost in the form of attrition of their existing clients from their original geographic locale, who may view them as no longer investing in their knowledge of the legal problems and legal solutions that are specific to the original locale.

³ Source: 2020 RRR. Factor order validated in multiple analyses since 2010

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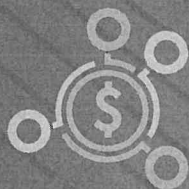
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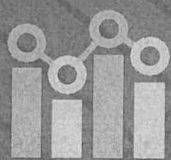
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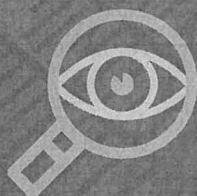
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Section I: High-Level Data Cuts

All data and analysis based on data
collected thru Q3 2021

2021 Real Rate Report

Section I: High-Level Data Cuts

Cities

By Matter Type

2021 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2021	2020	2019
Kansas City MO	Non-Litigation	Associate	95	\$250	\$320	\$385	\$323	\$288	\$278
		Partner	14	\$285	\$350	\$484	\$402	\$445	\$413
Las Vegas NV	Litigation	Partner	19	\$250	\$300	\$445	\$375	\$421	\$480
		Associate	12	\$238	\$323	\$377	\$320	\$282	\$280
	Non-Litigation	Partner	12	\$215	\$215	\$300	\$267	\$290	\$274
Little Rock AR	Litigation	Partner	342	\$475	\$715	\$1,042	\$759	\$708	\$694
		Associate	433	\$402	\$602	\$806	\$610	\$583	\$535
	Non-Litigation	Partner	559	\$600	\$880	\$1,160	\$894	\$872	\$816
		Associate	761	\$480	\$685	\$895	\$696	\$665	\$620
		Partner	18	\$265	\$356	\$405	\$344	\$353	\$338
Los Angeles CA	Litigation	Associate	16	\$178	\$200	\$278	\$225	\$227	\$214
		Partner	12	\$208	\$215	\$249	\$224	\$230	\$197
	Non-Litigation	Associate	15	\$244	\$389	\$529	\$421	\$424	\$430
Louisville KY	Litigation	Partner	16	\$290	\$415	\$425	\$364	\$355	\$347
		Associate	20	\$298	\$340	\$369	\$345	\$346	\$334
	Non-Litigation	Partner	100	\$282	\$475	\$614	\$465	\$473	\$453
Madison WI	Non-Litigation	Partner	15	\$244	\$389	\$529	\$421	\$424	\$430
Memphis TN	Litigation	Partner	16	\$290	\$415	\$425	\$364	\$355	\$347
		Associate	20	\$298	\$340	\$369	\$345	\$346	\$334
Miami FL	Non-Litigation	Partner	100	\$282	\$475	\$614	\$465	\$473	\$453

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Jackson MS	7 or More Years	22	\$55	\$55	\$183	\$124	\$125	\$183
Kansas City MO	3 to Fewer Than 7 Years	26	\$252	\$310	\$349	\$306	\$294	\$292
	7 or More Years	28	\$295	\$325	\$370	\$325	\$283	\$282
Los Angeles CA	Fewer Than 3 Years	70	\$494	\$533	\$622	\$543	\$511	\$413
	3 to Fewer Than 7 Years	128	\$533	\$709	\$821	\$673	\$582	\$510
	7 or More Years	164	\$412	\$565	\$841	\$629	\$604	\$576
Miami FL	3 to Fewer Than 7 Years	14	\$277	\$340	\$408	\$364	\$323	\$323
	7 or More Years	30	\$310	\$475	\$540	\$431	\$429	\$374
Minneapolis MN	3 to Fewer Than 7 Years	23	\$330	\$351	\$462	\$394	\$388	\$355
	7 or More Years	26	\$326	\$448	\$580	\$441	\$397	\$384
Nashville TN	7 or More Years	13	\$245	\$283	\$325	\$287	\$271	\$253
New Orleans LA	3 to Fewer Than 7 Years	13	\$235	\$238	\$280	\$251	\$260	\$248
	7 or More Years	13	\$260	\$340	\$364	\$324	\$326	\$276
New York NY	Fewer Than 3 Years	160	\$440	\$590	\$775	\$629	\$560	\$513
	3 to Fewer Than 7 Years	237	\$412	\$670	\$875	\$681	\$625	\$559

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Los Angeles CA	Fewer Than 21 Years	173	\$550	\$855	\$1,065	\$815	\$724	\$703
	21 or More Years	332	\$527	\$725	\$1,145	\$844	\$818	\$758
Memphis TN	Fewer Than 21 Years	11	\$283	\$300	\$340	\$317	\$324	\$309
	21 or More Years	17	\$365	\$415	\$425	\$391	\$379	\$370
Miami FL	Fewer Than 21 Years	44	\$408	\$540	\$583	\$503	\$484	\$485
	21 or More Years	99	\$414	\$550	\$750	\$569	\$564	\$532
Milwaukee WI	Fewer Than 21 Years	14	\$306	\$358	\$433	\$373	\$355	\$323
	21 or More Years	26	\$375	\$470	\$545	\$535	\$530	\$431
Minneapolis MN	Fewer Than 21 Years	41	\$400	\$520	\$604	\$513	\$515	\$478
	21 or More Years	82	\$450	\$659	\$789	\$619	\$591	\$579
Nashville TN	Fewer Than 21 Years	27	\$375	\$464	\$495	\$436	\$413	\$374
	21 or More Years	49	\$420	\$470	\$536	\$481	\$472	\$433
New Orleans LA	Fewer Than 21 Years	24	\$275	\$305	\$390	\$346	\$361	\$337
	21 or More Years	40	\$295	\$332	\$412	\$352	\$373	\$369
New York NY	Fewer Than 21 Years	456	\$656	\$1,044	\$1,407	\$1,033	\$987	\$938

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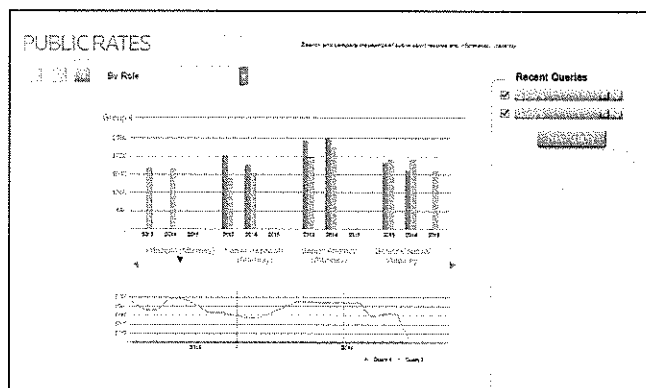
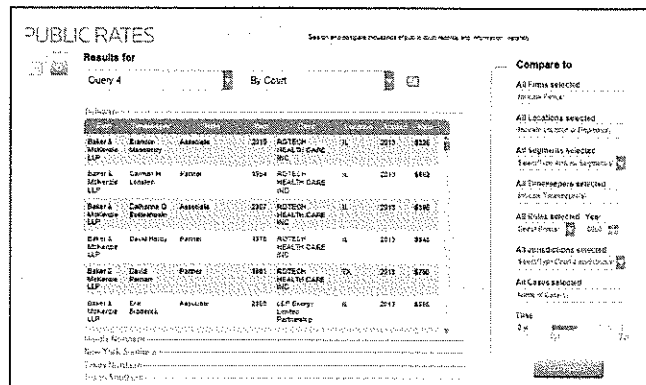
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California Rates (January–May 2018)

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	David M. Nemecek	Kirkland & Ellis LLP	2003	2003	CA	\$1,395	2.4	\$3,348.00
Partner	Leslie A. Plaskon	Paul Hastings LLP	1988	1988	CA	\$1,275	260	\$331,500.00
Partner	Thomas B. Walper	Munger Tolles & Olson LLC	1980	1980	CA	\$1,225	166.7	\$204,207.50
Partner	Jeffrey B Greenberg	Latham & Watkins LLP	1996	1996	CA	\$1,175	3.3	\$3,877.50
Partner	Mark E. McKane	Kirkland & Ellis LLP	1997	1997	CA	\$1,175	79.1	\$92,942.50
Partner	Paul D Tanaka	Kirkland & Ellis LLP	2003	2003	CA	\$1,145	1.1	\$1,259.50
Partner	Annie Kim	Proskauer Rose LLP	2004	2004	CA	\$1,125	22.1	\$24,862.50
Partner	Jonathan Benloulou	Proskauer Rose LLP	2006	2006	CA	\$1,125	2.9	\$3,262.50
Partner	Robert J Frances	Latham & Watkins LLP	2001	2001	CA	\$1,125	1.7	\$1,912.50
Partner	Dean A. Ziehl	Pachulski Stang Ziehl Young Jones &	1978	1978	CA	\$1,050	73.3	\$76,965.00
Partner	James I. Stang	Pachulski Stang Ziehl Young Jones &	1980	1980	CA	\$1,050	111.4	\$116,970.00
Partner	Alan J. Kornfeld	Pachulski Stang Ziehl Young Jones &	1987	1987	CA	\$1,025	78.9	\$80,872.50
Partner	Stephen D. Rose	Munger Tolles & Olson LLC	1991	1991	CA	\$1,025	63.9	\$65,497.50
Partner	Unger Sean	Paul Hastings LLP	2004	2004	CA	\$1,025	103.2	\$105,780.00
Partner	Stefanie I Gitler	Kirkland & Ellis LLP	2009	2009	CA	\$995	225.1	\$223,974.50
Partner	Tate Eric A.	Morrison & Foerster LLP	1995	1995	CA	\$990	0.3	\$297.00
Partner	Michael Esser	Kirkland & Ellis LLP	2009	2009	CA	\$965	542.6	\$523,609.00
Associate	Campbell Gavin	Kirkland & Ellis LLP	2012	2012	CA	\$950	227.7	\$216,315.00
Partner	David M. Bertenthal	Pachulski Stang Ziehl Young Jones &	1993	1989	CA	\$950	107.7	\$102,315.00
Associate	Olsen Katrina	Kirkland & Ellis LLP	2014	2014	CA	\$950	4.6	\$4,370.00
Partner	Janie F. Schulman	Morrison & Foerster LLP	1987	1987	CA	\$925	0.2	\$185.00
Associate	Jacob Johnston	Kirkland & Ellis LLP	2013	2013	CA	\$905	5	\$4,525.00
Partner	Kenneth H. Brown	Pachulski Stang Ziehl Young Jones &	1981	1977	CA	\$895	5.9	\$5,280.50
Partner	Kevin S. Allred	Munger Tolles & Olson LLC	1986	1986	CA	\$875	209.7	\$183,487.50
Partner	Knudsen Erik G.	Morrison & Foerster LLP	2007	2007	CA	\$875	269.4	\$235,725.00
Counsel	Adam Lin	Orrick, Herrington & Sutcliffe LLP	2004	2004	CA	\$850	3	\$2,550.00
Associate	Austin Klar	Kirkland & Ellis LLP	2013	2013	CA	\$845	173	\$146,185.00
Associate	Michael Saretsky	Kirkland & Ellis LLP	2015	2015	CA	\$835	237.2	\$198,062.00
Of Counsel	Harry D. Hochman	Pachulski Stang Ziehl Young Jones &	1987	1987	CA	\$825	69.1	\$57,007.50
Of Counsel	Lloyd W. Aubry	Morrison & Foerster LLP	1975	1975	CA	\$825	1.6	\$1,320.00
Partner	Seth Goldman	Munger Tolles & Olson LLC	2002	2002	CA	\$825	260.5	\$214,912.50
Of Counsel	Victoria A. Newmark	Pachulski Stang Ziehl Young Jones &	1996	1996	CA	\$825	1.6	\$1,320.00
Of Counsel	Yana S. Johnson	Morrison & Foerster LLP	1999	1999	CA	\$825	3.2	\$2,640.00
Associate	Austin Klar	Kirkland & Ellis LLP	2013	2013	CA	\$810	23.3	\$18,873.00
Associate	Cynthia Castillo	Kirkland & Ellis LLP	2015	2015	CA	\$810	178.8	\$144,828.00
Associate	Kevin Chang	Kirkland & Ellis LLP	2014	2014	CA	\$810	8.4	\$6,804.00
Of Counsel	Nardali Ali U.	Morrison & Foerster LLP	2008	2008	CA	\$795	4.4	\$3,498.00
Associate	Ramin Montazeri	Latham & Watkins LLP	2016	2016	CA	\$795	10.9	\$8,665.50
Associate	Lee Muhyung	Proskauer Rose LLP	2015	2015	CA	\$780	37.5	\$29,250.00
Of Counsel	Jeffrey L. Kandel	Pachulski Stang Ziehl Young Jones &	1984	1984	CA	\$750	10.7	\$8,025.00
Of Counsel	Bradley R. Schneider	Munger Tolles & Olson LLC	2004	2004	CA	\$735	88.9	\$65,341.50
Associate	Curtis Kelly M	Proskauer Rose LLP	2016	2016	CA	\$730	39.6	\$28,908.00
Associate	Cynthia Castillo	Kirkland & Ellis LLP	2015	2015	CA	\$725	30.3	\$21,967.50
Associate	Joanna A Gorska	Latham & Watkins LLP	2014	2014	CA	\$725	2.4	\$1,740.00
Counsel	Elissa A. Wagner	Pachulski Stang Ziehl Young Jones &	2001	2001	CA	\$695	5	\$3,475.00
Associate	Benjamin Butterfield	Morrison & Foerster LLP	2014	2014	CA	\$660	883.2	\$582,912.00
Partner	David M. Eaton	Kilpatrick Townsend & Stockton LLP	1996	1996	CA	\$660	5.3	\$3,498.00
Associate	Ankur Sharma	Kirkland & Ellis LLP	2016	2016	CA	\$645	16.4	\$10,578.00
Associate	Maxwell Coll	Kirkland & Ellis LLP	2016	2016	CA	\$630	15	\$9,450.00
Associate	Brashears Travis C	Proskauer Rose LLP	2016	2016	CA	\$595	8.3	\$4,938.50
Associate	Sadeghi Sam	Paul Hastings LLP	2016	2016	CA	\$585	22.9	\$13,396.50
Associate	Jenny Pierce	Kirkland & Ellis LLP	2016	2016	CA	\$555	1.2	\$666.00
Associate	Meg A Webb	Kirkland & Ellis LLP	2017	2017	CA	\$555	1.4	\$777.00

Associate	Peter E. Boos	Munger Tolles & Olson LLC	2014	2014	CA	\$550	88.05	\$48,427.50
Associate	Floyd Amani Solange	Morrison & Foerster LLP	2014	2014	CA	\$540	3.9	\$2,106.00
Associate	Glock Jana	Morrison & Foerster LLP	2015	2015	CA	\$540	22.2	\$11,988.00
Associate	Kerry C. Jones	Morrison & Foerster LLP	2014	2014	CA	\$540	11.5	\$6,210.00
Associate	Roumiantseva Dina	Morrison & Foerster LLP	2014	2014	CA	\$540	5	\$2,700.00
Associate	Scheinok Brittany	Morrison & Foerster LLP	2015	2015	CA	\$485	27.2	\$13,192.00
Associate	Coleman Matthew	Ropes & Gray LLP	2014	2014	CA	\$450	2.5	\$1,125.00
Associate	Tobyn Yael Aaron	Morrison & Foerster LLP	2016	2016	CA	\$435	26.4	\$11,484.00

California Rates (June–December 2018)

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	Kenneth Klee	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1974	CA	\$1,475	46.4	\$68,440.00
Partner	Eric Reimer	Milbank Tweed Hadley & McCloy LLP	1987	1987	CA	\$1,465	7.9	\$11,573.50
Partner	Gregory A. Bray	Milbank Tweed Hadley & McCloy LLP	1984	1984	CA	\$1,465	234.1	\$342,956.50
Partner	Madden P.C. Rick C	Kirkland & Ellis LLP	1995	1995	CA	\$1,445	31.2	\$45,084.00
Partner	David M. Nemecek	Kirkland & Ellis LLP	2003	2003	CA	\$1,395	2.4	\$3,348.00
Partner	Browning P.C. Marc D	Kirkland & Ellis LLP	1998	1998	CA	\$1,375	4.2	\$5,775.00
Partner	Isaac M Pachulski	Pachulski Stang Ziehl Young Jones &	2014	2014	CA	\$1,295	0.7	\$906.50
Partner	Walker Elizabeth W	Sidley Austin LLP	1984	1984	CA	\$1,250	3.7	\$4,625.00
Partner	David Stern	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	\$1,245	67.4	\$83,913.00
Partner	Michael Tuchin	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	\$1,245	191.1	\$237,919.50
Partner	Richard M. Pachulski	Pachulski Stang Ziehl Young Jones &	1979	1979	CA	\$1,245	274.7	\$342,001.50
Partner	Dennis Arnold	Gibson Dunn & Crutcher, LLP	1976	1975	CA	\$1,210	65.2	\$78,892.00
Partner	Cromwell Montgomery	Gibson Dunn & Crutcher, LLP	1997	1997	CA	\$1,205	0.9	\$1,084.50
Partner	Oscar Garza	Gibson Dunn & Crutcher, LLP	1990	1990	CA	\$1,205	116.1	\$139,900.50
Partner	Austin V Schwing	Gibson Dunn & Crutcher, LLP	2000	2000	CA	\$1,155	0.7	\$808.50
Partner	Douglas Michael Fuchs	Gibson Dunn & Crutcher, LLP	2007	2007	CA	\$1,155	53.5	\$61,792.50
Partner	Annie Kim	Proskauer Rose LLP	2004	2004	CA	\$1,125	11.6	\$13,050.00
Partner	Jonathan Benloulou	Proskauer Rose LLP	2006	2006	CA	\$1,125	2.9	\$3,262.50
Partner	James I. Stang	Pachulski Stang Ziehl Young Jones &	1980	1980	CA	\$1,095	63.4	\$69,423.00
Partner	Farshad E. More	Gibson Dunn & Crutcher, LLP	2003	2003	CA	\$1,080	0.8	\$864.00
Partner	Jesse I. Shapiro	Gibson Dunn & Crutcher, LLP	2000	2000	CA	\$1,080	10.9	\$11,772.00
Partner	David Fidler	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1997	CA	\$1,075	237.9	\$255,742.50
Special	Brian Stern	Milbank Tweed Hadley & McCloy LLP	2003	2003	CA	\$1,065	7.5	\$7,987.50
Special	Haig Maghakian	Milbank Tweed Hadley & McCloy LLP	2002	2002	CA	\$1,065	264.8	\$282,012.00
Partner	Jesse A. Cripps Jr.	Gibson Dunn & Crutcher, LLP	2011	2011	CA	\$1,045	16.2	\$16,929.00
Partner	Mehta Anjna	Kirkland & Ellis LLP	2000	2000	CA	\$1,045	10.9	\$11,390.50
Of Counsel	Richard J. Gruber	Pachulski Stang Ziehl Young Jones &	1982	1982	CA	\$1,025	9.1	\$9,327.50
Partner	Samuel Newman	Gibson Dunn & Crutcher, LLP	2001	2001	CA	\$1,010	326.5	\$329,765.00
Partner	Debra I. Grassgreen	Pachulski Stang Ziehl Young Jones &	1992	1992	CA	\$995	15.7	\$15,621.50
Associate	Jessica Dombroff	Milbank Tweed Hadley & McCloy LLP	2009	2009	CA	\$995	13.3	\$13,233.50
Partner	Katherine V.A Smith	Gibson Dunn & Crutcher, LLP	2015	2015	CA	\$995	0.6	\$597.00
Partner	Matthew B Dubeck	Gibson Dunn & Crutcher, LLP	2017	2017	CA	\$995	44.1	\$43,879.50
Partner	Robert J. Pfister	Klee, Tuchin, Bogdanoff & Stern, LLP	2001	2001	CA	\$995	123.3	\$122,683.50
Partner	David M. Bertenthal	Pachulski Stang Ziehl Young Jones &	1993	1989	CA	\$975	6.5	\$6,337.50
Partner	Jeffrey N. Pomerantz	Pachulski Stang Ziehl Young Jones &	1989	1989	CA	\$975	66.5	\$64,837.50
Associate	Campbell Gavin	Kirkland & Ellis LLP	2012	2012	CA	\$950	336.5	\$319,675.00
Partner	Henry C. Kevane	Pachulski Stang Ziehl Young Jones &	1986	1986	CA	\$950	4.8	\$4,560.00
Associate	Olsen Katrina	Kirkland & Ellis LLP	2014	2014	CA	\$950	4.6	\$4,370.00
Partner	Stanley E. Goldich	Pachulski Stang Ziehl Young Jones &	1980	1980	CA	\$925	7	\$6,475.00
Associate	Najeh Baharun	Milbank Tweed Hadley & McCloy LLP	2013	2013	CA	\$910	28.3	\$25,753.00
Partner	David M. Guess	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	\$895	84.5	\$75,627.50
Partner	Maria Sountas	Klee, Tuchin, Bogdanoff & Stern, LLP	2006	2006	CA	\$895	23.2	\$20,764.00
Partner	Whitman L. Holt	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	\$895	54.7	\$48,956.50
Associate	Allison Balick	Gibson Dunn & Crutcher, LLP	2009	2009	CA	\$875	5.4	\$4,725.00
Associate	Caldon Brendan W	Kirkland & Ellis LLP	2007	2007	CA	\$875	1.5	\$1,312.50
Associate	Daniel B. Denny	Gibson Dunn & Crutcher, LLP	2005	2005	CA	\$875	436.1	\$381,587.50
Associate	Douglas G. Levin	Gibson Dunn & Crutcher, LLP	2009	2009	CA	\$875	205.2	\$179,550.00
Associate	Genevieve G. Weiner	Gibson Dunn & Crutcher, LLP	2007	2007	CA	\$875	93.7	\$81,987.50
Partner	Maxim B. Litvak	Pachulski Stang Ziehl Young Jones &	1997	1997	CA	\$875	89.6	\$78,400.00
Associate	Melissa Leigh Barshop	Gibson Dunn & Crutcher, LLP	2006	2006	CA	\$875	5	\$4,375.00
Associate	Jonathan Schaeffer	Gibson Dunn & Crutcher, LLP	2016	2016	CA	\$860	1.9	\$1,634.00
Partner	Joshua M. Fried	Pachulski Stang Ziehl Young Jones &	1995	1995	CA	\$850	74.1	\$62,985.00
Of Counsel	Gurue Julian I	Klee, Tuchin, Bogdanoff & Stern, LLP	2007	2007	CA	\$825	39.3	\$32,422.50

Associate	Ian T. Long	Gibson Dunn & Crutcher, LLP	2015	2015 CA	\$820	140	\$114,800.00
Associate	Goldberg Zachary	Milbank Tweed Hadley & McCloy LLP	2016	2016 CA	\$790	162.4	\$128,296.00
Associate	Lee Muhyung	Proskauer Rose LLP	2015	2015 CA	\$780	28.2	\$21,996.00
Partner	Jamie L. Edmonson	Venable LLP	1996	1996 CA	\$765	180.3	\$137,929.50
Associate	Tiffany X. Phan	Gibson Dunn & Crutcher, LLP	2013	2013 CA	\$760	8.7	\$6,612.00
Of Counsel	Erin Gray	Pachulski Stang Ziehl Young Jones &	1992	1991 CA	\$750	9.9	\$7,425.00
Partner	Justin D. Yi	Klee, Tuchin, Bogdanoff & Stern, LLP	2009	2009 CA	\$750	3.9	\$2,925.00
Associate	Chapple Catherine L.	Morrison & Foerster LLP	2012	2012 CA	\$725	4	\$2,900.00
Associate	Jonathan M. Weiss	Klee, Tuchin, Bogdanoff & Stern, LLP	2012	2012 CA	\$725	195.4	\$141,665.00
Of Counsel	William Ramseyer	Pachulski Stang Ziehl Young Jones &	1980	1980 CA	\$725	18.8	\$13,630.00
Associate	Sarah A. Carnes	Cooley LLP	2014	2014 CA	\$710	146.1	\$103,731.00
Associate	Latta R T	Jones Day	2011	2011 CA	\$700	194.5	\$136,150.00
Associate	Samuel M. Kidder	Klee, Tuchin, Bogdanoff & Stern, LLP	2012	2012 CA	\$675	88.6	\$59,805.00
Associate	Thomas H Alexander	Gibson Dunn & Crutcher, LLP	2015	2015 CA	\$660	23.7	\$15,642.00
Associate	Sasha M. Gurvitz	Klee, Tuchin, Bogdanoff & Stern, LLP	2014	2014 CA	\$625	114.9	\$71,812.50
Associate	Robert J. Smith	Klee, Tuchin, Bogdanoff & Stern, LLP	2016	2016 CA	\$600	35.8	\$21,480.00
Associate	Brashears Travis C	Proskauer Rose LLP	2016	2016 CA	\$595	8.3	\$4,938.50
Associate	Matthew S Coe-Odess	Gibson Dunn & Crutcher, LLP	2016	2016 CA	\$595	16.9	\$10,055.50
Associate	Katherine A Lau	Gibson Dunn & Crutcher, LLP	2017	2017 CA	\$525	97.7	\$51,292.50
Associate	Tran J L	Jones Day	2015	2015 CA	\$525	60.2	\$31,605.00
Associate	Nicholas A. Koffroth	Venable LLP	2012	2012 CA	\$515	94.9	\$48,873.50
Associate	Liu R Q	Jones Day	2015	2015 CA	\$475	34.2	\$16,245.00
Associate	Stuart B W	Jones Day	2013	2013 CA	\$475	208.6	\$99,085.00
Associate	Doyle A M	Jones Day	2017	2017 CA	\$450	6.5	\$2,925.00
Associate	Udenka Honieh	Brown Rudnick LLP	2017	2017 CA	\$375	1	\$375.00

Rising Rates Are Law Firms' Salve as Layoffs and Pay Cuts Surge

By Roy Strom 2023-01-19T05:30:06000-05:00

Welcome back to the [Big Law Business column](#) on the changing legal marketplace written by me, [Roy Strom](#). Today, we look at how much law firms are raising rates in 2023. [Sign up](#) to receive this column in your Inbox on Thursday mornings.

Headlines about the law firm business seem gloomy.

Some firms are laying off associates. Many are set to pay partners significantly less than they did a year ago. Most expect another year of depressed transactional and capital markets work—a huge driver of profits.

But cheer up, law firm managing partners. It looks like your business is still great at an extremely important thing—raising billing rates.

A handful of Big Law firms and mid-size firms have raised their highest partner billing rates nearly 10% on average this year, a search of bankruptcy dockets shows. And top-paid associates are being billed out at 9% higher than last year's rates, the search showed.

The data lines up with an earlier report showing that law firms expect to raise rates by 8% this year, the largest figure in 15 years, according to Wells Fargo's Legal Specialty Group.

At the time of the Wells report, [I wrote](#) it was another example of Big Law's ability to defy basic economics. The number of lawyers at Big Law firms shot up last year, while demand for their time has fallen. And yet, the price for "top legal talent" is on the rise.

When supply increases and demand falls, prices typically decline—at least in normal markets.

Longtime followers of the business of law won't be surprised the firms are following through with rate hikes. It's an annual pastime. Law firms, in this respect and others, largely act as one.

The firms don't readily advertise their billing rates. But bankruptcy courts provide a source of transparency. Firms are required to disclose how much they bill, and they notify courts—and bankruptcy watchdogs at the U.S. Trustees' offices—when they plan to raise rates.

This year, at least 11 law firms have notified courts they are charging more for their services.

No Sale
Law firms were expected to raise rates around 8% on average this year, and many appear to be following through.

Firm	Top-Paid Partner New	Top-Paid Partner Old	% Change
Mayer Brown	\$1,940	\$1,635	18.7%
Cole Schotz	\$1,200	\$1,050	14.3%
Ice Miller	\$1,110	\$975	13.8%
Kirkland & Ellis	\$2,245	\$1,995	12.5%
Akin Gump	\$2,145	\$1,995	7.5%
Latham & Watkins	\$2,230	\$2,075	7.5%
Weil Gotshal	\$2,095	\$1,950	7.4%
Paul Weiss	\$2,175	\$2,025	7.4%
Paul Hastings	\$2,075	\$1,935	7.2%
Brown Rudnick	\$2,250	\$2,100	7.1%
Freshfields	\$1,995	\$1,925	3.6%
Average			9.7%

Source: Bloomberg Law analysis of bankruptcy dockets.
Note: Some rates are "firm-wide," while others pertain only to an individual bankruptcy matter.

Bloomberg Law

There is some noise in the data.

For instance, some firms appear to present firm-wide billing rates—telling us how much their highest and lowest-paid partners, counsel and associates charge. Other firms report a range that only includes the lawyers they expect to work on an individual Chapter 11 case.

Still, the year-over-year changes are a good look at how much firms are raising rates for similar

lawyers.

Associate Rates Rising

Law firms have told bankruptcy courts their associates will cost 9% more on average in 2023.

Firm	Top-Paid Associate New	Top-Paid Associate Old	% Change
Akin Gump	\$1,250	\$1,045	19.6%
Weil Gotshal	\$1,345	\$1,200	12.1%
Kirkland & Ellis	\$1,395	\$1,245	12.0%
Mayer Brown	\$1,075	\$970	10.8%
Ice Miller	\$665	\$610	9.0%
Cole Schotz	\$730	\$670	9.0%
Paul Weiss	\$1,380	\$1,280	7.8%
Latham & Watkins	\$1,400	\$1,300	7.7%
Paul Hastings	\$1,320	\$1,230	7.3%
Freshfields	\$1,375	\$1,325	3.8%
Brown Rudnick	\$975	\$975	0.0%
Average			9.0%

Source: Bloomberg Law analysis of bankruptcy dockets

Note: Some rates are "firm-wide," while others pertain only to an individual bankruptcy matter.

Bloomberg Law

While it was [still somewhat rare](#) for firms to report a partner billing \$2,000 an hour last year, that threshold seems likely to be broken by most large firms this year. Four of the 11 firms broke that barrier this year—Kirkland & Ellis, Akin Gump, Weil Gotshal, and Paul Hastings. Freshfields was just \$5 shy.

Most firms—six of the 11—rose partner rates in the 7% range.

There was less consistency in the hikes for associates—only three of the firms were in the 7% range, and two firms rose rates 9%.

One interesting nugget from the data was that the two smallest firms on the list—Ice Miller and Cole

Schotz—had some of the highest percentage increases from last year.

One simple explanation: They have a long way to go before they bump up against the highest end of the market.

And that top end of the market is sure to go higher from here.

Worth Your Time

On FTX: Removing Sullivan & Cromwell from the FTX bankruptcy would “severely, if not irreparably” harm customers and creditors, the crypto exchange’s CEO John Ray told a judge. Justin Wise [reports](#) on the “army” of the firm’s lawyers that have worked around the clock for the past two months—and why they say they have no conflict despite advising the company before its downfall.

On IPOs: It was a dismal year for US initial public offerings, with just \$18 billion raised compared to \$275 billion in 2021. [I wrote about](#) Big Law’s busiest capital markets firms, which suffered a decline of 90% or more in deal value.

On Weil: Weil Gotshal has hired nearly 20 lawyers in Washington since 2021, indicative of a “strategic investment” the firm is making in the nation’s capital, Justin [reports](#).

That’s it for this week! Thanks for reading and please [send me](#) your thoughts, critiques, and tips.

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Report of All Hours Worked

Maynard v. TaskRabbit, Inc.

Case No. 21CV003513

Date	Biller	Activity	Hours
1/5/2021	JY	Conduct research regarding [REDACTED] 0.4; Compose email to client regarding [REDACTED] 0.1.	0.5
1/11/2021	JY	Email correspondence with client regarding [REDACTED] 0.2.	0.2
1/13/2021	AG	Draft email to potential client regarding [REDACTED] 0.3.	0.3
1/14/2021	JY	Review and analyze opt out letter 0.2.	0.2
1/22/2021	JY	Email correspondence with client regarding [REDACTED] 0.3.	0.3
1/25/2021	JY	Review [REDACTED] from client 0.3; Correspondence with client regarding [REDACTED] 0.1.	0.4
2/2/2021	JY	Conduct research regarding whether there is an additional opt out for IKEA tasks 1.4; Call with client regarding [REDACTED] 0.5; Note to file regarding call with client 0.3; Review and analyze IKEA terms of service 0.3.	2.5
2/8/2021	JY	Review [REDACTED] sent by client 0.5.	0.5
2/19/2021	JY	Correspondence with client regarding [REDACTED] 0.4; Review updated Terms of Service 0.3.	0.7
2/25/2021	JY	Correspondence with client regarding [REDACTED] 0.2.	0.2
3/10/2021	JY	Correspondence with client regarding [REDACTED] 0.4.	0.4
3/15/2021	JY	Correspondence with client regarding [REDACTED] 0.4.	0.4
3/18/2021	JY	Correspondence with client regarding [REDACTED] 0.2.	0.2
3/23/2021	JY	Review [REDACTED] by client 0.5.	0.5
5/26/2021	JY	Review [REDACTED] by client 0.8; Correspondence with client regarding [REDACTED] 0.4.	1.2
5/28/2021	JY	Correspondence with client regarding [REDACTED] 0.6; Draft Class Action and PAGA Complaints 1.0.	1.6
6/2/2021	JY	Draft complaints 0.6.	0.6
6/14/2021	JY	Review and analyze [REDACTED] 0.5.	0.5
6/15/2021	JY	Draft PAGA and Class Action complaints 3.5.	3.5
6/28/2021	JY	Review and analyze [REDACTED] by client 0.3.	0.3
7/20/2021	JY	Review and analyze [REDACTED] 0.2.	0.2
8/6/2021	JY	Conduct research regarding IKEA entities 1.8.	1.8
8/9/2021	JY	Conduct research regarding IKEA entities 0.2.	0.2
8/10/2021	JY	Conduct legal research regarding IKEA entities 1.2.	1.2
8/13/2021	JY	Conduct research regarding IKEA entities 1.4.	1.4
8/18/2021	JY	Draft Complaints 0.8.	0.8
9/3/2021	JY	Review client [REDACTED] 0.2.	0.2

Date	Biller	Activity	Hours
9/28/2021	JY	Correspondence with client regarding [REDACTED] 0.2; Analyze [REDACTED] by client for complaint 0.2; Analyze venue for filing of complaint 0.3.	0.7
9/29/2021	JY	Conduct research regarding venue when principal place of business is not designated 2.0; Conduct research regarding complex departments in counties where client [REDACTED] 1.0; Correspondence with client regarding [REDACTED] 0.4; Conduct research regarding TaskRabbit billable time practices 1.0; Revise Class Action Complaint 1.5.	5.9
9/29/2021	JT	Review and revise complaints 0.9.	0.9
9/30/2021	JG	Prepare initiating documents for class action complaint 0.8; Proofread class action complaint 1.2.	2
10/1/2021	AG	Edit Class Action Complaint 1.8.	1.8
10/5/2021	JY	Review Complaint and initial filing documents 0.3; Correspondence with client regarding [REDACTED] 0.4; Correspondence with client regarding [REDACTED] 0.3; Conduct research on [REDACTED] 0.5; Call with client regarding [REDACTED] 1.2; Note to file regarding call with client 0.3.	3
10/5/2021	JG	Finalize complaint and supporting documents and work with courier for physical filing 0.8.	0.8
10/13/2021	JY	Review and revise notice of posting jury fees 0.1.	0.1
10/13/2021	JG	Finalize and file notice of posting jury fees 0.3; Prepare complaint documents and proofs of service of summons for three Defendant entities and email to process server for service 0.7; Call with First Legal regarding service 0.1.	1.1
10/15/2021	JT	Review notice of complex determination hearing and Case Management Conference to determine whether peremptory challenge warranted 0.2.	0.2
10/15/2021	JG	Download and file notice of complex hearing and case management conference 0.1; Calendar hearing dates and related deadlines 0.2; Review local and department rules regarding complex designation 0.3; Draft notice of hearing 0.2; Finalize notice of hearing for mail service to three Defendant entities 0.6.	1.4
10/18/2021	JG	Finalize and file electronically proofs of service of summons for three Defendant entities 0.4.	0.4
10/28/2021	AG	Exchange email with defense counsel regarding request for extension for response to complaint 0.3.	0.3
11/30/2012	JG	Calls to clerk regarding tentative ruling and remote information 0.2; Download and file tentative ruling 0.1; Recalendar case management conference and case management statement deadline 0.1.	0.4

Date	Biller	Activity	Hours
11/2/2021	JG	Download and file tentative order regarding continuing complex determination hearing 0.1; Recalendar complex hearing 0.1.	0.2
11/9/2021	JY	Review client documents 0.8; Correspondence with client regarding [REDACTED] 0.3.	1.1
11/9/2021	JG	Review local rules and department procedures regarding complex designation 0.3; Prepare materials for complex designation hearing 0.2; Exchange emails with clerk regarding remote appearance and tentative ruling 0.2; Review stipulation to extend time to respond to complaint 0.2.	0.9
11/10/2021	JG	Correspond with counsel regarding stipulation to extend deadline to respond to complaint 0.1.	0.1
11/11/2021	JY	Correspondence with client regarding [REDACTED] 0.2.	0.2
11/19/2021	JG	Download and file orders regarding complex determination 0.1; Draft notice of order 0.1; Finalize and serve notice of orders 0.2.	0.4
11/19/2021	JT	Prepare for telephone conference with opposing counsel 0.4; Telephone conference with opposing counsel to meet and confer regarding case management conference 0.3.	0.7
11/22/2021	JG	Proofread joint status statement 0.3; Finalize, file, and serve electronically joint status statement 0.4.	0.7
11/22/2021	JT	Draft Plaintiff's portion of joint case management conference statement 0.9; Email correspondence with opposing counsel regarding same 0.2.	1.1
11/24/2021	JY	Draft first set of written discovery 1.0.	1
11/29/2021	JT	Email correspondence with opposing counsel regarding scheduling of motion to compel arbitration 0.2.	0.2
11/30/2021	JT	Telephone conference with opposing counsel regarding case management conference 0.2; Email correspondence with clerk regarding case management conference 0.1; Email correspondence with opposing counsel regarding case management conference 0.1.	0.4
12/2/2021	JY	Correspondence with client regarding [REDACTED] 0.2.	0.2
12/8/2021	JG	Download and file order regarding case management conference 0.2.	0.2
12/9/2021	JG	Download and file multiple orders regarding reassignment 0.2; Draft notice of orders 0.3.	0.5
12/13/2021	JG	Finalize and serve electronically notice of orders regarding reassignment 0.2; Finalize and file proof of service of notice 0.2.	0.4
12/14/2021	JY	Draft first set of discovery 3.0.	3
12/15/2021	JY	Draft first set of discovery 3.0.	3
12/16/2021	JY	Draft Notices of Depositions for Person Most Knowledge for each Defendant 0.7.	0.7
12/17/2021	JG	Download and file case management orders 0.1; Draft notice of order 0.1; Finalize and serve notice of order 0.1.	0.3

Date	Billor	Activity	Hours
12/22/2021	JY	Revise first set of discovery for TaskRabbit 2.0.	2
12/23/2021	JY	Review issues related to propounding discovery for IKEA 1.2; Revise first set of discovery for TaskRabbit 0.5.	1.7
1/12/2022	JY	Correspondence with client regarding [REDACTED] 0.2.	0.2
1/13/2022	JY	Correspondence with client regarding [REDACTED] 0.2.	0.2
1/13/2022	JG	Exchange emails with client regarding [REDACTED] 0.2; Circulate [REDACTED] with client 0.1.	0.3
1/14/2022	AG	Phone conference with client regarding [REDACTED] 0.6.	0.6
1/15/2022	AG	Edit declaration of client regarding [REDACTED] 0.8; Draft Opposition to Motion to Compel Arbitration 3.8.	4.6
1/16/2022	AG	Draft opposition to Motion to Compel Arbitration 2.8.	2.8
1/17/2022	AG	Draft opposition to Motion to Compel Arbitration 7.8.	7.8
1/17/2022	JG	Download and file client declaration regarding opposition to motion to compel arbitration 0.1.	0.1
1/18/2022	AG	Draft opposition to Motion to Compel Arbitration 5.8.	5.8
1/18/2022	JY	Draft Initial Case Management Conference Statement 2.4.	2.4
1/18/2022	JT	Review case law involving TaskRabbit in support of opposition to motion to compel arbitration 1.1.	1.1
1/19/2022	AG	Edit opposition to Motion to Compel Arbitration 3.2.	3.2
1/19/2022	JG	Proofread opposition to motion to compel arbitration 1.7; Prepare table of authorities 0.4; Proofread evidentiary objections to declaration of Costa 0.6; Draft proposed order regarding evidentiary objections 0.3; Finalize, file, and serve electronically opposition and supporting documents 0.6.	3.6
1/19/2022	JT	Draft insert for opposition to motion to compel arbitration 0.4.	0.4
1/20/2022	JY	Review and revise peremptory challenge 0.5.	0.5
1/24/2022	JG	Revise case management statement 0.3.	0.3
1/24/2022	JT	Revise case management conference statement 0.4; Email correspondence with opposing counsel regarding statement 0.2.	0.6
1/25/2022	JG	Create blackline comparison of Case Management Statement 0.1; Finalize, file, and serve electronically Case Management Statement 0.4; Email department clerk regarding requesting remote appearance 0.1.	0.6
1/26/2022	JG	Download and file Defendant's reply and supporting documents in support of Motion to Compel Arbitration 0.2.	0.2
1/26/2022	JT	Draft evidentiary objections to Defendant's new evidence submitted with reply on Motion to Compel Arbitration 4.0.	4
1/27/2022	JG	Proofread objection to Defendant's evidence on reply in support of motion to compel 1.5; Draft proposed order regarding objection to evidence on reply 0.8; Finalize, file, and serve evidentiary objections 0.3; Exchange emails with department clerk regarding courtesy copies 0.1.	2.7

Date	Biller	Activity	Hours
1/27/2022	JT	Draft evidentiary objections to Defendant's new evidence submitted with reply on Motion to Compel Arbitration 1.5.	1.5
1/31/2022	JG	Prepare materials for hearing on Defendant's Motion to Compel Arbitration and status conference 1.1; Exchange emails with Defendant's counsel regarding court reporter 0.1.	1.2
2/1/2022	AG	Prepare for oral argument 1.1; Attend hearing on Motion to Compel Arbitration 1.1.	2.2
2/1/2022	JG	Calendar status conference and joint statement deadline 0.2.	0.2
2/2/2022	JG	Download case management order and update calendar 0.1; Calendar conference call with Defendants 0.1.	0.2
2/3/2022	JY	Correspondence with client regarding [REDACTED] 0.5; Analyze evidentiary issues for hearing related to Motion to Compel Arbitration 0.5; Draft discovery requests related to evidentiary hearing 1.4.	2.4
2/3/2022	JG	Circulate dial-in information and calendar call with client 0.1.	0.1
2/4/2022	JG	Proofread draft of informal discovery requests 0.5; Draft formal interrogatories and requests for production 0.8.	1.3
2/5/2022	AG	Edit joint statement regarding evidentiary hearing 1.1; Draft email to Defendant's counsel regarding joint statement 0.1.	1.2
2/7/2022	AG	Review revised draft joint statement from Defendant's counsel 0.3; Draft further revisions to joint statement 0.3; Exchange emails with Defendant's counsel regarding revised joint statement 0.2.	0.8
2/7/2022	JY	Analyze and compare different versions of Defendant's arbitration provisions 3.6; Call with client regarding [REDACTED] 0.4.	4
2/7/2022	JG	Create blackline comparisons of joint statement regarding evidentiary hearing 0.2; Finalize, file, and serve joint statement electronically 0.4.	0.6
2/8/2022	JY	Draft memorandum regarding analysis of differences in versions of Defendant's arbitration provisions 1.5.	1.5
2/11/2022	JG	Exchange emails with Defendant's counsel regarding reporter for continued hearing 0.2.	0.2
2/14/2022	JG	Prepare materials for Motion to Compel Arbitration and status conference 0.3.	0.3
2/15/2022	JT	Attend case management conference 0.5.	0.5
2/16/2022	JG	Download and file multiple orders regarding related cases and future hearing dates 0.2; Calendar evidentiary hearing dates, readiness hearing date, and related deadlines 0.3; Draft notice of order regarding related cases 0.2.	0.7
2/16/2022	JT	Review order issued from court 0.1.	0.1
2/17/2022	JG	Finalize and serve notice of order regarding relating cases 0.2.	0.2
2/21/2022	AG	Revise discovery requests regarding arbitration plan 0.9.	0.9

Date	Biller	Activity	Hours
2/22/2022	JY	Review first set of discovery from Defendant 0.5; Analyze timeline for evidentiary hearing and discovery responses 0.8.	1.3
2/22/2022	JG	Proofread special interrogatories and requests for production to Defendant 0.8; Finalize and serve discovery electronically 0.3; Review email correspondence regarding discovery deadlines 0.2.	1.3
2/23/2022	JY	Review and analyze discovery requests from Defendant related to evidentiary hearing on arbitration 0.7; Correspondence with client regarding [REDACTED] 0.9; Draft responses to discovery requests regarding evidentiary hearing 3.1; Call with client regarding [REDACTED] 0.3; Review and analyze documents for production to Defendant 0.5.	5.5
2/23/2022	JG	Draft shells for responses to Defendant's special interrogatories and requests for production 1.5.	1.5
2/25/2022	JT	Email correspondence with defense counsel regarding discovery meet and confer 0.2.	0.2
2/28/2022	JG	Circulate dial-in and calendar call with Defendant's counsel 0.1.	0.1
3/4/2022	AG	Exchange emails with Defendant regarding phone conference 0.3.	0.3
3/7/2022	JG	Circulate dial in for conference call and calendar 0.1.	0.1
3/8/2022	AG	Prepare for conference with defense counsel 0.7; Attend phone conference with defense counsel regarding discovery issues 0.6.	1.3
3/8/2022	JT	Attend telephone conference with defense counsel regarding discovery for arbitration evidentiary hearing 0.6.	0.6
3/14/2022	AG	Draft outline for joint status conference statement 0.7.	0.7
3/15/2022	JG	Proofread opposition to Defendant's Petition to Stay 1.4; Prepare table of authorities 1.3.	2.7
3/16/2022	JT	Telephone conference with defense counsel regarding discovery for arbitration evidentiary hearing and upcoming CMC 0.5; Draft CMC Statement 0.7; Email correspondence with opposing counsel regarding CMC statement 0.1.	1.3
3/17/2022	AG	Review and Revise Defendant's further revisions to joint statement 1.0.	1
3/18/2022	JG	Proofread joint case management statement 0.7; Finalize, file, and serve joint statement electronically 0.4.	1.1
3/18/2022	JT	Revise Case Management statement 0.9; Email correspondence with opposing counsel regarding same 0.3.	1.2
3/23/2022	JG	Download and file defendant's responses to discovery, set one 0.1; Calculate and calendar deadline for motion to compel and meet and confer 0.3; Prepare and bates stamp documents for production 0.3; Review and revise responses to defendant's discovery, set one 0.4; Finalize and serve electronically discovery responses and document production 0.4.	1.5

Date	Biller	Activity	Hours
3/24/2022	JG	Finalize [REDACTED] to client 0.4; Download and circulate tentative orders and update calendars 0.3; Finalize and serve discovery verifications 0.3.	1
3/24/2022	JT	Text communication with client regarding [REDACTED] 0.4; Review tentative rulings 0.3.	0.7
3/26/2022	JT	Draft opposition to Motion to Compel arbitration 2.5.	2.5
3/27/2022	JT	Draft opposition to Motion to Compel arbitration 4.1.	4.1
3/28/2022	AG	Edit Opposition to Motion to Compel Arbitration 1.1.	1.1
3/29/2022	AG	Prepare for hearing 0.5; Attend hearing 0.7.	1.2
3/29/2022	JT	Attend Case Management Conference 0.7.	0.7
3/30/2022	JG	Review and update various dates and deadlines on calendar 0.4.	0.4
4/4/2022	JY	Review information from client regarding [REDACTED] 0.3.	0.3
4/7/2022	JT	Email correspondence with opposing counsel regarding depositions 0.1.	0.1
4/8/2022	JG	Calls and emails with client regarding [REDACTED] 0.3.	0.3
4/11/2022	JG	Download various orders and update calendar 0.4; Draft notices of deposition 0.5.	0.9
4/12/2022	JY	Review and analyze Defendant's produced documents for sufficiency of production 0.7.	0.7
4/12/2022	JG	Exchange emails with client regarding [REDACTED] 0.3; Revise deposition notices for Defendant's witnesses and calendar depositions 0.4.	0.7
4/12/2022	JT	Email correspondence with opposing counsel regarding deposition scheduling 0.2.	0.2
4/13/2022	JG	Revise, finalize and serve multiple notices of depositions 0.8; Set up zoom links and calendar depositions 0.4.	1.2
4/14/2022	JT	Email correspondence with opposing counsel regarding deposition scheduling 0.2.	0.2
4/15/2022	JG	Finalize and serve notices of deposition 0.4.	0.4
4/15/2022	JT	Email correspondence with opposing counsel regarding deposition scheduling 0.2.	0.2
4/19/2022	JG	Exchange emails with court reporter regarding scheduling depositions 0.3.	0.3
4/21/2022	JG	Review and revise deposition preparation letter and materials 0.4; Email to client regarding [REDACTED] 0.1.	0.5
4/21/2022	JT	Review case documents and draft outline for preparing client for [REDACTED] 3.4.	3.4
4/22/2022	JT	Prepare exhibits for preparing witness for deposition 0.7; Prepare for client meeting 1.0; Meet with client for [REDACTED] 6.9.	8.6
4/26/2022	AG	Video conference with client regarding [REDACTED] 5.0.	5
4/26/2022	JG	Calls and emails with court reporters regarding zoom deposition 0.6.	0.6

Date	Biller	Activity	Hours
4/26/2022	JT	Meet with client for [REDACTED] 5.0.	5
4/27/2022	AG	Meet with client regarding [REDACTED] 1.0; Attend deposition 4.0; Phone conference with client regarding [REDACTED] 0.3; Edit Informal Discovery Conference statement 1.0.	6.3
4/27/2022	JG	Download and file Defendant's notices of deposition 0.2; Exchange emails with court reporter regarding depositions 0.4.	0.6
4/27/2022	JT	Review deposition notices sent by Defendant 0.3; Draft joint IDC statement 1.8.	2.1
4/28/2022	AG	Prepare for taking deposition of A. Jacobs 2.5; Take deposition of A. Jacobs 1.2.	3.7
4/28/2022	JG	Set up Zoom for deposition 0.2; Proofread draft request for informal discovery conference 0.6; Review and compare document production and declaration exhibits regarding opt out lists and opt out letters 1.8; Exchange emails with reporter regarding ordering transcript of client deposition 0.2.	2.8
4/28/2022	JT	Select exhibits for deposition of A. Jacobs 0.4; Attend deposition of A. Jacobs 1.2.	1.6
4/29/2022	AG	Prepare to take deposition 2.3; Take S. Bermendez deposition 1.5.	3.8
4/29/2022	JG	Prepare exhibits for deposition 0.3.	0.3
4/29/2022	JT	Select exhibits for deposition of S. Bermudez 0.3; Attend deposition of S. Bermudez 1.5; Email correspondence with client regarding [REDACTED] 0.2; Review [REDACTED] sent by client 0.5.	2.5
5/2/2022	AG	Email Defendant's counsel regarding production of Facebook chat between witnesses and submission of joint statement 0.3.	0.3
5/2/2022	JT	Prepare for deposition of G. Givens 2.1; Take deposition of G. Givens 1.8.	3.9
5/2/2022	JG	Calls and emails with court reporter regarding deposition scheduling 0.2; Emails to reporter regarding depo exhibits 0.1.	0.3
5/3/2022	JT	Prepare for deposition of D. Regans 1.7; Take deposition of D. Regans 2.5.	4.2
5/3/2022	JG	Exchange emails with court reporter regarding confirming depositions 0.1; Email exhibits to reporter 0.1.	0.2
5/4/2022	JT	Prepare for deposition of K. Ballentine 0.9; Take deposition of K. Ballentine 1.1; Research regarding potential witness 0.3.	2.3
5/4/2022	JG	Exchange emails with court reporters regarding scheduling and ordering expedited transcripts 0.3.	0.3
5/6/2022	JG	Download and file client [REDACTED] and email to client 0.2.	0.2
5/9/2022	JT	Review and revise joint status conference statement 1.2.	1.2

Date	Biller	Activity	Hours
5/10/2022	JT	Draft declaration of A. Graves in support of joint status conference statement 0.2; Review [REDACTED] provided by client in [REDACTED] 1.0.	1.2
5/10/2022	JG	Proofread joint case management statement 0.8; Draft declaration of A. Graves regarding joint statement and prepare exhibits 0.3; Create blackline comparison of defendant's changes 0.1; Organize and bates stamp documents for production 0.4; Finalize and serve document production via email 0.2; Finalize, file, and serve electronically joint statement and declaration of A. Graves 0.4.	2.2
5/11/2022	JT	Review documents produced by Defendant 0.2.	0.2
5/11/2022	JG	Draft declaration of A. Graves regarding informal discovery conference statement and prepare exhibits 0.3; Download and file various deposition transcripts 0.3.	0.6
5/11/2022	CP	Draft Informal Discovery Conference statement regarding Facebook messages and research for same 4.2.	4.2
5/13/2022	JT	Email correspondence with opposing counsel regarding joint discovery statement 0.3; Review and revise joint discovery statement 0.4.	0.7
5/13/2022	CP	Respond to Defendant's additions to Informal Discovery Conference 2.0.	2
5/14/2022	AG	Draft outline for exhibit list, witness list, joint stipulation of facts 2.5.	2.5
5/16/2022	JT	Review and revise joint discovery statement 0.9; Email correspondence with opposing counsel regarding joint discovery statement 0.5.	1.4
5/16/2022	JG	Email department clerk regarding informal discovery request 0.1; Proofread joint request for informal discovery conference 1.2; Create blackline comparison and email to defense counsel 0.1; Finalize, file, and serve joint statement and Declaration of A. Graves electronically 0.4.	1.8
5/16/2022	CP	Respond to Defendant's additions to Informal Discovery Conference 2.2.	2.2
5/17/2022	JT	Attend Case Management Conference 0.9.	0.9
5/17/2022	JG	Revise exhibits for evidentiary hearing 0.2.	0.2
5/17/2022	CP	Attend Informal Discovery Conference 1.0.	1
5/18/2022	JT	Review and revise joint submission regarding Facebook messages 0.2.	0.2
5/18/2022	JG	Draft statement regarding Facebook messages and prepare transcript excerpt 0.4; Finalize, file, and serve joint statement electronically 0.5.	0.9

Date	Biller	Activity	Hours
5/18/2022	CP	Prepare deposition excerpt and joint submission, per the Court's request during the Informal Discovery Conference conference and analyze testimony for same 1.7.	1.7
5/19/2022	JG	Call and email with client regarding [REDACTED] 0.2.	0.2
5/26/2022	JG	Email clerk regarding vacated hearings 0.1.	0.1
5/27/2022	JG	Download and file documents produced by Defendant 0.1; Prepare binder of deposition transcripts 0.2.	0.3
5/29/2022	AG	Review documents produced by Defendants 1.1; Draft email to client [REDACTED] 0.4; Review email from Defendant's counsel regarding in person testimony 0.1; Draft email to Defendant's counsel regarding proposal for in person testimony 0.3; Review client [REDACTED] 2.4.	4.3
5/31/2022	JT	Review and revise exhibits for evidentiary hearing 1.0; Review and revise exhibit list for hearing 0.9; Review and revise witness list for hearing 0.5.	2.4
5/31/2022	JG	Review and update exhibits for evidentiary hearing 0.4; Create draft for notice to Taskers who opted out of arbitration 0.3.	0.7
6/1/2022	JT	Email correspondence with opposing counsel regarding stipulation of facts for evidentiary hearing 0.2; Review and revise witness and exhibit lists for evidentiary hearing 2.4; Review deposition transcripts and draft deposition designations for evidentiary hearing 5.1.	7.7
6/1/2022	JY	Analyze newly produced documents 0.8.	0.8
6/1/2022	JG	Revise exhibit list for evidentiary hearing and renumber exhibit files 0.3.	0.3
6/2/2022	AG	Review client [REDACTED] 3.2; Draft proposed errata to client deposition transcript 0.3; Review deposition transcript for evidentiary hearing designation 1.1.	4.6
6/2/2022	JT	Review and revise deposition transcript designations 1.3.	1.3
6/2/2022	JG	Proofread witness and exhibit lists and designation of deposition testimony for evidentiary hearing 0.6; Draft and revise errata sheet for [REDACTED] 0.4; exchange emails with client regarding [REDACTED] 0.2.	1.2
6/3/2022	CP	Analyze discovery taken to date to plan discovery for next steps in case 1.6; Analyze Facebook messages 0.5; Plan next steps regarding further discovery related to those witnesses 1.6.	3.7
6/3/2022	JT	Review email correspondence and new productions of documents from Defendant 0.7; Revise exhibit list 0.6; Email correspondence with Defendant regarding hearing materials 0.3; Telephone conference with opposing counsel regarding hearing materials 0.2.	1.8
6/3/2022	JY	Update deposition designations 2.7.	2.7

Date	Biller	Activity	Hours
6/3/2022	JG	Finalize and serve Maynard deposition errata 0.3; Download and file documents produced by Defendant 0.2; Review and update exhibit list and exhibit files 0.3; Finalize and serve witness list, exhibit list and designation of deposition testimony for evidentiary hearing 0.6; File witness and exhibit lists electronically 0.2.	1.6
6/4/2022	AG	Edit motion to set aside judgement 3.6.	3.6
6/6/2022	JT	Email correspondence with opposing counsel regarding new witness R. Springer 0.2.	0.2
6/7/2022	AG	Review Defendant's proposed revisions to joint stipulation of facts 1.1; Revised joint stipulation of facts 0.8; Draft email to Defendant regarding proposed revisions 0.2; Edit deposition notice 0.3.	2.4
6/7/2022	JT	Review and revise deposition notices 0.3.	0.3
6/7/2022	JY	Review documents produced in relation to terms of service for evidentiary hearing 0.7; Review response letter re: demurrer to complaint 0.4.	1.1
6/7/2022	JG	Draft and revise notice of deposition of R. Springer and notices of continued depositions of S. Bermudez, G. Givens, and A. Jacobs 0.8; Finalize and serve notices of deposition 0.4.	1.2
6/8/2022	JY	Conduct legal research regarding authority of the court order interrogatories directed at unnamed class members 1.0.	1
6/9/2022	JT	Draft objections and counter-designations to deposition testimony 2.5.	2.5
6/10/2022	JT	Revise counter-designations to deposition testimony 1.4; Email correspondence with opposing counsel regarding same 0.2; Draft joint informal discovery conference statement 1.7.	3.3
6/10/2022	JY	Review information on ongoing work with TaskRabbit 0.8.	0.8
6/10/2022	JG	Calendar conference call with defense counsel and circulate dial-in 0.1; Create proof of service for counter-designations of deposition transcripts for evidentiary hearing 0.1.	0.2
6/13/2022	AG	Review Defendant's proposed revisions to interrogatory document 0.4; Exchange emails with Defendant regarding stipulation of facts 0.4.	0.8
6/13/2022	JT	Telephone conference with opposing counsel regarding deposition and discovery disputes 0.3; Email correspondence following up on telephone conversation 0.3; Email correspondence with opposing counsel regarding joint informal discovery statement 0.2.	0.8
6/13/2022	JG	Proofread draft joint request for informal discovery conference 0.5; Prepare exhibits for declaration of A. Graves 0.2; Download and file orders continuing hearings 0.2.	0.9

Date	Biller	Activity	Hours
6/14/2022	AG	Review Defendant's objection to remote appearance 0.5; Exchange email with client regarding [REDACTED] 0.4; Draft response to defendant's opposition to remote appearance 3.8.	4.7
6/14/2022	JT	Email correspondence with opposing counsel regarding discovery issues 0.3.	0.3
6/14/2022	JG	Email department clerk to reserve informal discovery conference 0.1; Create blackline comparison of stipulated list of facts for evidentiary hearing 0.1; Review prior orders and case files regarding court reporters 0.3.	0.5
6/15/2022	AG	Exchange emails with client regarding [REDACTED] 0.5; Edit declarations in opposition to request for in person testimony 1.3; Edit opposition regarding in person testimony 1.1; Exchange emails with Defendant's counsel regarding in person testimony 0.2; Exchange emails with Defendant's counsel regarding stipulation of facts 0.3.	3.4
6/15/2022	JT	Review and revise client [REDACTED] 0.3; Email correspondence with clerk regarding transmission of exhibits 0.3; Review and revise A. Graves declaration in support of response to Defendant's opposition to remote proceedings 0.2; Revise response brief 0.3; Draft notices of lodging of deposition transcripts 0.3; Review and revise joint informal discovery conference statement 0.7.	2.1
6/15/2022	JG	Download and file Defendant's opposition to remote hearing 0.1; Proofread [REDACTED] and send to client 0.3; Proofread declaration of A. Graves regarding remote appearance and prepare exhibits 0.6; Prepare deposition transcripts for lodging 1.1; Proofread Plaintiff's response to Defendant's opposition to remote proceedings 0.8; Proofread request for judicial notice regarding remote appearance 0.2; Finalize, file, and serve response and supporting documents electronically 0.8.	3.9
6/16/2022	AG	Draft joint status conference statement 0.8; Edit informal discovery conference statement 0.8.	1.6
6/16/2022	JT	Email correspondence with opposing counsel regarding informal discovery conference statement 0.2; Prepare combined deposition designation package 0.9.	1.1
6/16/2022	JY	Review Stipulation of Facts by Defendant 1.5; Revise Stipulation of Facts 0.7; Correspondence to opposing counsel regarding Stipulation of Facts 0.2.	2.4
6/16/2022	JG	Calls with various clerks and departments regarding procedures for lodging transcripts/evidence 0.8; Calls and emails with courier regarding lodging 0.4.	1.2

Date	Biller	Activity	Hours
6/17/2022	JT	Revise joint information discovery conference statement 0.3; Email correspondence with opposing counsel regarding same 0.2; Revise combined deposition designation package 2.2.	2.7
6/17/2022	JY	Review and analyze recent production from Defendant 0.6; Review and revise Statement of Facts 0.2; Correspondence to opposing counsel regarding Stipulated Facts 0.2.	1
6/17/2022	JG	Exchange emails with reporter regarding Informal Discovery Conference 0.2; Calls and emails with courier regarding transcripts for lodging 0.2; Finalize, file, and serve joint Informal Discovery Conference statement 0.4; Finalize, file, and serve joint case management statement 0.3; Finalize, file, and serve deposition designations, stipulated list of facts, and notice of lodging deposition transcripts 0.8; Finalize deposition transcripts and notice of lodging and email courtesy copies to clerk 0.3.	2.2
6/19/2022	JT	Prepare for meeting with client [REDACTED] 3.1.	3.1
6/20/2022	AG	Attend hearing 1.1; Attend meeting with client regarding [REDACTED] 2.8.	3.9
6/20/2022	JT	Prepare for [REDACTED] with client 1.0; Meet with client [REDACTED] 7.9.	8.9
6/20/2022	JG	Prepare materials for Informal Discovery Conference 0.2; Calendar deadline to produce privilege log 0.1.	0.3
6/21/2022	JY	Exchange correspondence with vendors regarding request for bid for contacting witnesses 0.4.	0.4
6/21/2022	JG	Exchange emails with court reporters regarding transcript 0.2.	0.2
6/22/2022	AG	Review [REDACTED] for client meeting 3.6.	3.6
6/22/2022	JG	Exchange emails with defense counsel regarding reporter for evidentiary hearing 0.1.	0.1
6/23/2022	AG	Meet with client regarding [REDACTED] 6.1; Research privilege log issues 1.2.	7.3
6/23/2022	JT	Prepare for [REDACTED] with client 0.8; Meet with client [REDACTED] 6.0; Email correspondence with opposing counsel regarding declaration of R. Springer 0.1; Review Defendant's evidentiary hearing exhibits 0.4; Email correspondence with client [REDACTED] 0.4.	7.7
6/24/2022	AG	Meet with client to [REDACTED] 1.0; Prepare for hearing 0.5; Attend evidentiary hearing 2.0; Draft email to Defendant's counsel regarding privilege log issue 0.2; Review revision to interrogatory to opt-outs 0.4; Revise draft interrogatory to opt outs 0.6; Draft email to defendant regarding interrogatory 0.2; Draft motion for reconsideration regarding privilege log 1.2.	6.1
6/24/2022	JT	Meet with client [REDACTED] 1.0; Attend evidentiary hearing 2.0.	3

Date	Biller	Activity	Hours
6/24/2022	JG	Create blackline comparison of interrogatory to arbitration opt-outs 0.1; Calendar hearing date and deadlines for evidentiary hearing 0.2; Exchange emails with client regarding [REDACTED] 0.2.	0.5
6/26/2022	AG	Edit reply in support of motion to set aside judgment 3.9.	3.9
6/27/2022	AG	Phone conference with Defendant regarding privilege log issue and potential stipulation 0.3; Review records with regard to privilege log and stipulation 0.9; Draft stipulation regarding privilege log 1.1; Draft email to Defendant's counsel regarding proposed stipulation 0.1.	2.4
6/27/2022	JT	Review and revise motion for reconsideration 2.6.	2.6
6/27/2022	JG	Proofread and revise Stipulation Regarding Privilege Log 0.1.	0.1
6/28/2022	JG	Download and file orders regarding evidentiary hearing 0.1.	0.1
6/29/2022	AG	Exchange multiple emails with Defendant's counsel regarding administrator selection for interrogatory and other discovery issues 0.5.	0.5
6/29/2022	JT	Draft supporting documents for motion for reconsideration 1.8.	1.8
6/29/2022	JY	Correspondence with vendor regarding class member communication bid 0.2; Correspondence with vendors regarding revisions to estimates 0.3.	0.5
6/30/2022	AG	Edit motion for reconsideration 1.1; Exchange emails with counsel for Defendant regarding motion for reconsideration 0.4; Email to Defendant's counsel regarding cost of distribution of interrogatory 0.2.	1.7
6/30/2022	JY	Correspondence with vendor regarding website for accepting information from opt-outs 0.2.	0.2
6/30/2022	JG	Proofread declaration of J. Treu in support of motion for reconsideration 0.1; Proofread memorandum in support of motion for reconsideration 0.9; Finalize, file, and serve motion for reconsideration electronically 0.5.	1.5
7/3/2022	AG	Draft stipulation regarding privilege log 1.3; Exchange emails with Defendant regarding stipulation 0.4; Review revisions to stipulation 0.6; Draft further revisions to stipulation 0.7; Exchange emails with client regarding [REDACTED] 0.4.	3.4
7/4/2022	AG	Review revisions to stipulation regarding privilege log 0.3; Exchange emails with defense counsel regarding stipulation 0.3; Review client [REDACTED] 1.2.	1.8
7/5/2022	AG	Edit reply to Defendant's opposition to motion to set aside judgment 1.8; Edit reply to Plaintiff's opposition to motion to set aside judgment 2.4.	4.2
7/5/2022	JG	Proofread stipulation regarding motion for reconsideration 0.1; Draft proposed order regarding motion for reconsideration 0.3; Finalize, file, and serve stipulation and proposed order 0.4.	0.8

Date	Biller	Activity	Hours
7/5/2022	JT	Revise stipulation and proposed order concerning motion for reconsideration 0.3.	0.3
7/6/2022	JG	Draft requests for production to TaskRabbit, set two 0.2; Review [REDACTED] received from client 1.4.	1.6
7/6/2022	JT	Revise discovery for A. Jacobs termination documents 0.5.	0.5
7/7/2022	AG	Draft update regarding outstanding discovery issues 0.8; Draft email to Defendant's counsel regarding update on discovery issues 0.2; Exchange email with Defendant regarding testimony at upcoming hearing date 0.3; Review email from counsel for witness regarding production of termination records 0.3; Draft email to counsel for witness regarding production of termination records 0.1.	1.7
7/7/2022	JG	Create [REDACTED] from client 0.9; Finalize and serve electronically request for production, set two 0.2; Proofread draft statement regarding discovery 0.4.	1.5
7/7/2022	JT	Draft reply in support of motion for reconsideration 3.6.	3.6
7/8/2022	JT	Review Declaration of R. Springer sent by Defendants 0.3; Email correspondence with Defendants regarding same 0.2; Draft reply in support of motion for reconsideration 4.1.	4.6
7/9/2022	AG	Edit reply in support of motion for reconsideration 3.2.	3.2
7/10/2022	AG	Review emails for privilege log 1.2; Edit privilege log 2.6.	3.8
7/11/2022	AG	Prepare for client meeting regarding [REDACTED] 3.4; Exchange multiple emails with Defendant regarding joint statement 0.4; Review proposed revising to joint statement 0.3; Further revise statement 0.4; Edit reply in support of motion for reconsideration 0.5.	5
7/11/2022	JG	Proofread reply in support of motion for reconsideration 1.3; Proofread supplemental declaration of A. Graves in support of motion for reconsideration and prepare exhibit 0.3; Finalize, file, and serve reply and declaration electronically 0.5; Proofread Plaintiff's statement regarding discovery 0.3; Finalize, file, and serve statement electronically 0.3.	2.7
7/11/2022	JT	Prepare for meeting with client 1.8; Revise [REDACTED] 0.7; Revise reply on motion for reconsideration 0.8.	3.3
7/12/2022	AG	Meet with witness regarding [REDACTED] 7.5.	7.5
7/12/2022	JG	Email documents to courier for courtesy copy delivery 0.1; Download and file order regarding motion for reconsideration 0.1; Prepare materials for evidentiary hearing 0.7; Review and revise draft privilege log 1.3; Exchange emails with clerk regarding remote hearing link 0.1.	2.3
7/12/2022	JT	Prepare for meeting with client 1.0; Meet with client [REDACTED] 7.5.	8.5

Date	Biller	Activity	Hours
7/14/2022	JT	Prepare for evidentiary hearing 0.9; Revise exhibits for evidentiary hearing 0.8; Meet with client 0.3; Attend evidentiary hearing 2.2.	4.2
7/14/2022	JY	Correspondence with vendor regarding contact with opt out individuals 0.3.	0.3
7/15/2022	AG	Edit joint statement 0.7; Draft email to Defendant regarding joint statement 0.1; Review proposed revised statement 0.3; Exchange multiple emails with Defendant regarding further revisions 0.8; Draft multiple further revisions to statement 0.9.	2.8
7/15/2022	JG	Proofread Joint Datement regarding further evidentiary hearing 0.3; Prepare email memo regarding statement 0.2; Create multiple blackline comparisons of joint statement 0.3; Download and file transcript of evidentiary hearing 0.1; Finalize, file, and serve joint statement electronically 0.4.	1.3
7/15/2022	JT	Draft petition for writ review 5.7.	5.7
7/17/2022	JT	Draft petition for writ review 6.1.	6.1
7/18/2022	AG	Edit writ petition 4.8.	4.8
7/18/2022	JT	Draft petition for writ review 2.1; Revise petition for writ review 1.6.	3.7
7/18/2022	JY	Analyze orders and transcripts related to evidentiary hearing parameters 2.0.	2
7/19/2022	JG	Proofread petition for writ of mandate 3.1; Draft certificate of interested parties 0.2; Draft appendix of exhibits for writ petition 0.5; Update, organize, and page stamp exhibits 2.2; Cite check petition for writ 0.6; Prepare table of authorities 0.4; Create proofs of service and revise petition and appendix documents 0.6; Finalize, file, and serve petition and appendix electronically 0.7; Prepare hard copy for mail to Alameda Superior Court 0.3.	8.6
7/19/2022	JT	Revise and finalize petition for writ review 3.3; Select exhibits in support of writ petition 1.8.	5.1
7/20/2022	AG	Prepare for hearing 3.2; Review appeal ruling 0.2.	3.4
7/20/2022	JG	Download and file documents produced by Defendant 0.1; Download and file order from appellate court staying privilege log issue and email to clerk 0.1.	0.2
7/20/2022	JT	Revise cross-examination outline for H. Fulks and exhibits in preparation for evidentiary hearing 2.6; Review order issued by Court of Appeal 0.2.	2.8
7/21/2022	AG	Prepare for hearing 1.1; Attend hearing 2.1; Phone conference with counsel for witness regarding [REDACTED] 0.3.	3.5
7/21/2022	JG	Download and file orders regarding case management conference 0.1.	0.1
7/21/2022	JT	Prepare for evidentiary hearing 0.8; Attend evidentiary hearing 2.1.	2.9

Date	Biller	Activity	Hours
7/22/2022	AG	Attend hearing 1.2; Draft email to witness' counsel regarding motion to compel 0.2.	1.4
7/22/2022	JG	Calendar further evidentiary hearing 0.1.	0.1
7/26/2022	AG	Exchange email with counsel for witness regarding timing for motion 0.2.	0.2
7/27/2022	AG	Exchange email with Defendant's counsel regarding witnesses 0.2.	0.2
7/27/2022	JG	Review hearing transcripts and draft email to clerk regarding motion to compel reservation 0.4; Download and file evidentiary hearing transcript 0.1.	0.5
7/27/2022	JY	Correspondence with vendor regarding website 0.5; Correspondence with opposing counsel regarding website 0.3.	0.8
7/28/2022	JG	Calendar motion to compel hearing and filing deadline 0.2; Review email history regarding administrator for interrogatories to arbitration opt-outs 0.3; Download and file settlement administration bids 0.1.	0.6
7/28/2022	JY	Correspondence with administrator regarding notice for mailing 0.4.	0.4
7/29/2022	JY	Correspondence with administrator regarding website mock-up 0.4.	0.4
8/1/2022	JY	Correspondence with administrator regarding website 0.4.	0.4
8/3/2022	AG	Review draft of website for interrogatory responses 0.5; Draft email regarding proposed changes to website 0.4; Exchange emails with administrator regarding website access 0.3.	1.2
8/3/2022	JT	Draft reply in support of writ petition 5.1.	5.1
8/3/2022	JY	Correspondence with administrator regarding website 0.2; Review mock up for website 0.2.	0.4
8/4/2022	JT	Draft reply in support of writ petition 6.3.	6.3
8/4/2022	JY	Correspondence with administrator regarding further edits to the website 0.6; Correspondence with opposing counsel regarding website 0.2.	0.8
8/5/2022	AG	Review revised interrogatory website and identify changes 0.7.	0.7
8/5/2022	JY	Correspondence with administrator regarding revisions to the mock up of the website 0.3.	0.3
8/9/2022	AG	Edit reply in support of writ 3.9.	3.9
8/9/2022	JG	Begin proofreading reply in support of writ petition 1.3.	1.3
8/9/2022	JT	Revise reply in support of writ petition 4.7.	4.7
8/9/2022	JY	Review website mock-up 0.4; Correspondence with opposing counsel regarding mock-up website 0.3.	0.7
8/10/2022	AG	Edit Reply in Support of Writ 2.2.	2.2

Date	Billor	Activity	Hours
8/10/2022	JG	Continue proofing reply in support of writ petition, review and update formatting 2.9; Prepare table of authorities 0.7; Finalize, file, and serve reply electronically 0.4; Prepare hard copies for mail service on Alameda Superior Court 0.2.	4.2
8/10/2022	JT	Revise reply in support of writ petition 2.8.	2.8
8/10/2022	JY	Correspondence with opposing counsel regarding website mock-up 0.5; Correspondence with administrator regarding edits to website mock-up 0.2.	0.7
8/11/2022	JY	Review drafts of postcards and notices to opt-outs 0.7.	0.7
8/17/2022	JT	Draft motion to compel A. Jacobs documents 4.7.	4.7
8/18/2022	AG	Edit Motion to compel 2.4.	2.4
8/18/2022	JT	Draft motion to compel A. Jacobs documents 3.9.	3.9
8/19/2022	AG	Edit motion to compel production of personnel file for A. Jacobs 3.9.	3.9
8/19/2022	JG	Proofread memorandum in support of motion to compel A. Jacobs documents 1.4; Prepare table of authorities 0.2; Proofread notice of motion, declaration of J. Treu, separate statement, and proposed order regarding motion to compel 1.3; Prepare exhibits for declaration of J. Treu 0.5; Finalize, file, and serve motion to compel 0.4; Email courtesy copies to department clerk 0.1.	3.9
8/19/2022	JT	Draft declaration and supporting documents for motion to compel A. Jacobs documents to finalize for filing 4.5.	4.5
8/23/2022	AG	Edit response to interrogatories 0.8.	0.8
8/23/2022	JT	Draft objections to interrogatories 1.5.	1.5
8/26/2022	AG	Exchange email with defense counsel and administrator regarding Interrogatories Mailing contents and response date 0.3.	0.3
8/27/2022	AG	Exchange email with defense counsel and administrator regarding Interrogatories response date 0.2.	0.2
8/31/2022	JT	Draft reply to Defendant's response on motion to compel A. Jacobs documents 2.8.	2.8
9/1/2022	JT	Draft reply in support of motion to compel A. Jacobs documents (re Defendant's response) 2.7.	2.7
9/2/2022	JT	Draft reply in support of motion to compel A. Jacobs documents (re Jacobs' opposition) 5.4.	5.4
9/5/2022	JT	Draft reply in support of motion to compel A. Jacobs documents (re Jacobs' opposition) 2.2; Revise reply regarding Defendant's response 2.4.	4.6

Date	Biller	Activity	Hours
9/6/2022	JG	Proofread reply to A. Jacobs' opposition to motion to compel 1.6; Prepare table of authorities 0.4; Proofread reply to Defendant's response to motion to compel 1.3; Prepare table of authorities 0.2; Draft supplemental declaration of J. Treu and prepare exhibits 0.5; Finalize, file, and serve replies and supplemental declaration 0.6; Exchange emails with court reporter regarding motion to compel hearing 0.1.	4.7
9/6/2022	JT	Revise reply in support of motion to compel A. Jacobs documents (re Jacobs' opposition) 1.7; Review and revise supplemental declaration in support of reply 0.7; Revise reply regarding Defendant's response 0.4.	2.8
9/12/2022	JG	Prepare materials for hearing on motion to compel arbitration regarding A. Jacobs 0.8; Email court clerk regarding contesting tentative ruling 0.1.	0.9
9/13/2022	JG	Exchange emails with reporter regarding motion to compel hearings 0.2; Draft subpoena to appear at hearing 0.4.	0.6
9/13/2022	JT	Attend hearing on motion to compel A. Jacobs documents 0.6.	0.6
9/14/2022	JG	Draft stipulation and order to continue evidentiary hearing 0.4; Proofread revised documents and email to counsel 0.2.	0.6
9/14/2022	JY	Draft Stipulation to move hearing date 0.4; Review proposed order 0.2; Correspondence with counsel for A. Jacobs to confirm availability for hearing and service 0.4.	1
9/15/2022	JG	Finalize, file, and serve electronically stipulation and proposed order to continue evidentiary hearing 0.4.	0.4
9/15/2022	JY	Correspondence with opposing counsel regarding stipulation to continue evidentiary hearing 0.3; Revise stipulation to continue evidentiary hearing 0.6.	0.9
9/19/2022	JY	Correspondence with opposing counsel regarding availability for A. Jacobs 0.2.	0.2
9/20/2022	JG	Download and file order granting stipulation to continue evidentiary hearing and update calendar 0.3.	0.3
9/28/2022	AG	Review Court of Appeals order regarding preemptory writ 0.7; Exchange emails with defendant's counsel regarding phone conference on subject of Court of Appeals order 0.3.	1
9/29/2022	JG	Download and file trial court order regarding writ 0.1; Draft letter to court of appeal regarding trial court order 0.2; Draft notice regarding trial court order on writ 0.2.	0.5
9/29/2022	JY	Correspondence with opposing counsel and administrator regarding updated report 0.3.	0.3
10/3/2022	JG	Draft subpoenas for appearance at trial 0.5; Finalize and serve subpoenas 0.2.	0.7

Date	Biller	Activity	Hours
10/3/2022	JT	Review and revise subpoenas for appearance at evidentiary hearing 0.3.	0.3
10/4/2022	AG	Prepare for phone conference regarding discovery 0.5; Attend phone conference 0.3; Edit notice of compliance with Court of Appeal order 0.4.	1.2
10/4/2022	JG	Finalize and serve letter to court of appeal regarding writ order 0.1; Prepare hard copy for mailing 0.2.	0.3
10/4/2022	JT	Telephone call to clerk regarding setting informal discovery conference 0.1; Email correspondence with clerk regarding setting informal discovery conference 0.5; Draft joint status conference statement 0.2.	0.8
10/5/2022	JT	Revise joint status conference statement 0.2; Email correspondence with opposing counsel regarding joint status conference statement 0.2; Draft Plaintiff's portion of informal discovery conference statement 1.3.	1.7
10/6/2022	AG	Edit Informal Discovery Conference statement 1.1.	1.1
10/6/2022	JT	Email correspondence with opposing counsel regarding joint status conference statement 0.2; Revise informal discovery conference statement 0.8.	1
10/7/2022	JG	Proofread joint status conference statement 0.5; Finalize, file, and serve joint statement electronically 0.3.	0.8
10/7/2022	JT	Review Defendant's revisions to informal discovery conference statement 0.3; Email correspondence with opposing counsel regarding statement 0.2.	0.5
10/10/2022	AG	Prepare for hearing 0.5; Attend hearing 0.3; Draft email to counsel for witness A. Jacobs regarding scheduling of testimony 0.2; Draft email to defense counsel regarding scheduling of hearing testimony 0.1.	1.1
10/10/2022	JG	Download and file order vacating evidentiary hearing 0.1.	0.1
10/10/2022	JT	Attend informal discovery conference 0.3.	0.3
10/11/2022	AG	Exchange emails with defense counsel regarding hearing scheduling 0.2.	0.2
10/12/2022	JG	Draft revised subpoenas for appearance at evidentiary hearing for five witnesses 0.8; Proofread stipulation and proposed order to set evidentiary hearing and case management conference 0.3.	1.1
10/13/2022	JG	Proofread revised stipulation and proposed order to set evidentiary hearing and case management conference and send to defense counsel 0.3; Finalize, file, and serve stipulation electronically 0.4.	0.7
10/13/2022	JT	Review and revise stipulation to set further hearing date for evidentiary hearing 0.7.	0.7

Date	Biller	Activity	Hours
10/20/2022	JG	Download and file order setting evidentiary hearing and email to counsel 0.2; Finalize and serve subpoenas for appearance at hearing to Defendant's counsel and A. Jacobs' counsel 0.5.	0.7
10/25/2022	JY	Review and analyze Motion to Compel Interrogatory Seven 1.6; Draft Opposition to Motion to Compel 2.5; Conduct legal research regarding applicability of the attorney-client privilege to dates of consultation 1.5.	5.6
10/26/2022	JY	Draft Opposition to Motion to Compel 2.3.	2.3
10/27/2022	JY	Draft Opposition to Motion to Compel 0.1; Conduct legal research regarding attorney-client privilege and dates of consultation 0.8.	0.9
10/28/2022	JG	Exchange emails with department clerk regarding vacated hearing 0.1.	0.1
10/28/2022	JY	Conduct legal research regarding attorney-client privilege 1.5.	1.5
10/30/2022	JY	Conduct legal research regarding attorney-client privilege 1.6.	1.6
10/31/2022	JY	Conduct legal research regarding attorney-client privilege 0.5; Draft Opposition to Motion to Compel on Interrogatory Seven 4.9.	5.4
11/1/2022	AG	Edit opposition to motion to compel 3.9; Review email from Defendant's counsel regarding status conference statement 0.1.	4
11/1/2022	JY	Conduct legal research regarding ability to extend deadline to demurrer to answer by stipulation 2.4.	2.4
11/2/2022	JY	Revise and further draft Opposition to Motion to Compel Response to Interrogatory 4.8	4.8
11/3/2022	AG	Edit opposition to motion to compel 1.8.	1.8
11/3/2022	JY	Draft exhibits for Opposition to Motion to Compel 3.3; Review and revise Opposition to Motion to Compel Response to Interrogatory 1.5.	4.8
11/4/2022	AG	Edit opposition to motion to compel 1.7.	1.7
11/4/2022	JG	Proofread opposition to Defendant's motion to compel 1.5; prepare table of authorities 0.3; Proofread declaration of A. Graves in opposition to motion to compel and update exhibits 1.3.	3.1
11/10/2022	JG	Exchange emails with clerk regarding start time for evidentiary hearing 0.1; Reserve court reporter for evidentiary hearing 0.1.	0.2
11/14/2022	JG	Download and file tentative ruling, email clerk and submit contesting to tentative 0.1.	0.1
11/14/2022	JT	Review tentative ruling regarding Defendant's motion to compel 0.2.	0.2
11/15/2022	JG	Prepare materials for hearing on Defendant's motion to compel 0.5.	0.5
11/15/2022	JT	Analyze deposition transcripts and prepare witness notes in advance of evidentiary hearing 1.5; Research regarding scope of waiver of privilege 0.8.	2.3

Date	Billor	Activity	Hours
11/16/2022	JT	Prepare chart of exhibits already admitted into evidence in preparation for evidentiary hearing 2.9.	2.9
11/17/2022	AG	Prepare for evidentiary hearing 5.8.	5.8
11/17/2022	JG	Exchange emails with court reporter regarding hearing information 0.2; Prepare exhibits for evidentiary hearing and email to court reporter and clerk 0.7.	0.9
11/17/2022	JT	Draft and revise examination outlines for witnesses in preparation for evidentiary hearing 3.4; Revise exhibit chart 0.8; Prepare exhibits for evidentiary hearing 1.6; Prepare for evidentiary hearing 1.8.	7.6
11/18/2022	AG	Prepare for evidentiary hearing 1.8; Attend hearing 3.9; Review email regarding [REDACTED] 0.2; Review new exhibits 0.3; Draft email to Defendants regarding new exhibits 0.1.	6.3
11/18/2022	JG	Update exhibit and send to clerk and court reporter 0.1; Calendar future hearing dates and deadlines 0.3.	0.4
11/18/2022	JT	Prepare for evidentiary hearing 1.6; Attend evidentiary hearing 4.5.	6.1
11/22/2022	JG	Download and file orders regarding Defendant's motion to compel 0.1.	0.1
12/16/2022	JT	Draft writ petition regarding order compelling production of discovery 4.8.	4.8
12/17/2022	JT	Draft writ petition regarding order compelling production of discovery 6.2.	6.2
12/18/2022	JT	Draft writ petition regarding order compelling production of discovery 2.0; Prepare exhibits and appendix index in support of writ 2.3.	4.3
12/19/2022	JG	Calls and emails with court reporters regarding transcripts 0.4; Proofread and cite check petition for writ of mandate 3.6; Organize and add page numbers to exhibits 1.2.	5.2
12/19/2022	JT	Revise and finalize writ petition and supporting documents 4.4.	4.4
12/21/2022	JG	Download and file order regarding writ 0.1; Calendar briefing deadlines 0.2.	0.3
12/21/2022	JT	Review order from Court of Appeal granting stay of order compelling discovery, and setting briefing dates 0.2.	0.2
12/27/2022	JT	Draft case management conference statement 0.6.	0.6
12/29/2022	AG	Edit draft status conference statement 1.1.	1.1
12/29/2022	JG	Finalize, file, and serve joint status conference statement electronically 0.5.	0.5

Date	Biller	Activity	Hours
12/29/2022	JT	Review Defendant's revisions to Case Management Conference statement 0.2; Revise Case Management Conference statement 0.5; Email correspondence with opposing counsel regarding Case Management Conference statement 0.2; Email correspondence with opposing counsel regarding seeking extension from Court of Appeal 0.2.	1.1
12/30/2022	JT	Draft A. Graves declaration in support of application for extension of time to file reply brief 0.7.	0.7
1/3/2023	JG	Update proof of service for application for extension for reply regarding writ 0.1.	0.1
1/3/2023	JT	Email correspondence with opposing counsel regarding extension for time to file reply brief in Court of Appeal 0.2.	0.2
1/4/2023	JG	Proofread application for extension for reply regarding writ 0.6; Finalize, file, and serve application electronically 0.4; Download and file order granting extension and re-calendar deadline 0.2.	1.2
1/4/2023	JT	Draft application for extension of time to file reply on writ 1.2; Revise application 0.5; Email correspondence with opposing counsel regarding extension of time to file reply 0.2; Review order from court regarding application for extension 0.1.	2
1/6/2023	JT	Prepare for status conference 0.5; Attend status conference 0.4; Review notice of change in counsel information 0.2.	1.1
1/9/2023	JG	Download and file orders regarding case management conference 0.1.	0.1
1/18/2023	AG	Exchange emails with opposing counsel regarding clarification of court's order on post hearing briefing 0.3.	0.3
1/20/2023	JG	Download and file client documents and emails 0.1.	0.1
1/23/2023	JT	Draft reply brief on writ petition 4.0.	4
1/24/2023	JT	Draft reply brief on writ petition 4.8.	4.8
1/26/2023	JG	Proofread reply in support of writ petition 1.8; Prepare table of authorities 0.4; Finalize, file, and serve reply electronically 0.5; Prepare hard copy for mail service on trial court 0.3; Prepare list of cases cited by Defendant not addressed in reply 0.2.	3.2
1/26/2023	JT	Revise reply on writ petition 0.8.	0.8
2/6/2023	JT	Draft opposition to post-hearing brief regarding motion to compel arbitration 5.1.	5.1
2/7/2023	JT	Draft opposition to post-hearing brief regarding motion to compel arbitration 6.2.	6.2
2/8/2023	AG	Edit closing brief 2.8.	2.8
2/9/2023	AG	Edit post-hearing brief 6.9.	6.9
2/9/2023	JG	Proofread and update formatting on post-hearing brief 1.5.	1.5
2/9/2023	JT	Revise opposition to post-hearing brief regarding motion to compel arbitration 7.1.	7.1

Date	Biller	Activity	Hours
2/10/2023	AG	Edit closing brief 3.8; Edit declaration of A. Graves 1.1.	4.9
2/10/2023	JG	Prepare and update exhibits to post-hearing brief 1.9; Proofread and cite-check revised post-hearing brief 2.8; Prepare table of authorities 0.3; Proofread declaration of Graves 0.4; Finalize, file, and serve brief and declaration electronically 0.5.	5.9
2/10/2023	JT	Select and compile exhibits in support of post-hearing brief 2.3; Draft declaration of A. Graves in support of post-hearing brief 0.5.	2.8
3/14/2023	JT	Review order from Court of Appeal regarding writ 0.2.	0.2
3/15/2023	JT	Email correspondence with opposing counsel regarding timing of discovery production 0.2.	0.2
3/16/2023	JT	Email correspondence with opposing counsel regarding stipulation for discovery production 0.2.	0.2
3/21/2023	JG	Proofread stipulation and proposed order regarding scheduling and discovery 0.3; Finalize, file, and serve stipulation and order electronically 0.4.	0.7
3/21/2023	JT	Draft stipulation regarding supplemental briefing and discovery schedule 0.4; Email correspondence with opposing counsel regarding same 0.2.	0.6
4/12/2023	JG	Calls and emails with client regarding [REDACTED] 0.2; Proofread supplemental response to special interrogatory 0.2.	0.4
4/14/2023	AG	Edit discovery response 0.4.	0.4
4/14/2023	JG	Finalize and serve electronically supplemental discovery responses 0.3.	0.3
4/14/2023	JT	Draft supplemental response to Defendant's special interrogatory 1.3; Email correspondence with client about [REDACTED] 0.2.	1.5
4/18/2023	AG	Exchange emails with defense counsel regarding discovery issues 0.5.	0.5
4/19/2023	AG	Exchange email correspondence with clerk regarding informal discovery conference 0.4; Exchange multiple emails with defense counsel regarding informal discovery conference 0.3.	0.7
4/23/2023	AG	Draft Informal Discovery Conference statement 1.8.	1.8
4/24/2023	AG	Revise Plaintiffs section of joint Informal Discovery Conference statement 1.2; Exchange emails with defense counsel regarding joint statement 0.3; Review Defendant's further revisions to joint statement 0.3.	1.8
4/24/2023	JG	Proofread joint statement regarding supplemental response to special interrogatory 0.2; Finalize, file, and serve joint statement electronically 0.4.	0.6
4/25/2023	AG	Review order 0.1; Draft revised discovery response 0.6.	0.7
4/26/2023	JG	Review emails and update chart for response to special interrogatory 1.5; Finalize and serve updated response to special interrogatory 0.3; Draft verification 0.1.	1.9

Date	Biller	Activity	Hours
5/14/2023	JT	Draft response to supplemental post-arbitration brief 2.0.	2
5/15/2023	JT	Draft response to supplemental post-arbitration brief 0.8.	0.8
5/16/2023	AG	Edit response to Defendant's supplemental statement 1.9.	1.9
5/17/2023	JG	Draft declaration of A. Graves in support of supplemental post-hearing brief and prepare exhibits 0.4; Proofread supplemental post-hearing brief 0.8.	1.2
5/17/2023	JT	Review and revise response to supplemental post-arbitration brief 0.9.	0.9
5/18/2023	JG	Update exhibits for supplemental brief and update citations and declaration 0.4; Finalize, file, and serve supplemental brief and declaration of A. Graves electronically 0.5.	0.9
5/24/2023	AG	Review order 0.3.	0.3
5/31/2023	JT	Review proposed statement of decision granting arbitration 0.4; Research and strategize regarding objections to statement of decision 1.7.	2.1
6/8/2023	JT	Research regarding objections to proposed statement of decision and draft brief memorandum 1.6.	1.6
6/22/2023	JT	Draft demand for arbitration 1.0.	1
7/25/2023	AG	Exchange email with defense counsel regarding stay of PAGA action and arbitration of individual PAGA claim 0.3.	0.3
8/7/2023	JT	Draft demand for arbitration 1.8.	1.8
8/14/2023	JG	Proofread demand for arbitration and prepare exhibits 1.5.	1.5
8/14/2023	JT	Revise demand for arbitration 1.1.	1.1
8/18/2023	JG	Download and file order confirming statement of decision 0.1.	0.1
9/5/2023	JG	Download and file proposed order regarding ruling on motion to compel arbitration 0.1.	0.1
9/11/2023	JG	Download and file order regarding motion to compel arbitration 0.1.	0.1
9/19/2023	JG	Download and file notice regarding case management conference and calendar related dates 0.2.	0.2
9/20/2023	AG	Exchange email with defense counsel regarding proposed stipulation 0.3; Review proposed stipulation 0.2.	0.5
9/26/2023	AG	Exchange correspondence with defense counsel regarding stipulation to stay PAGA claims 0.2; Review draft stipulation from defense counsel 0.3; Revised draft stipulation 0.1.	0.6
10/1/2023	JT	Draft status conference statement 0.6.	0.6
10/2/2023	JT	Email correspondence with opposing counsel regarding status conference statement 0.3.	0.3
10/3/2023	JG	Proofread joint case management statement 0.1; Finalize, file, and serve joint statement electronically 0.4.	0.5

Date	Biller	Activity	Hours
10/25/2023	JG	Proofread demand for arbitration 1.2; Draft demand form and gather exhibits 0.6; Finalize demand for arbitration and attachments, file electronically and serve via email 0.5.	2.3
10/25/2023	JT	Review and revise demand for arbitration for filing 1.0.	1
11/8/2023	JT	Review correspondence from American Arbitration Association 0.3.	0.3
11/9/2023	AG	Exchange email with defense counsel regarding arbitration location and rule set governing arbitration 0.3.	0.3
11/22/2023	JT	Draft memorandum regarding status 0.3.	0.3
11/23/2023	AG	Review correspondence from American Arbitration Association regarding arbitration issues 0.2; Review correspondence from respondent regarding arbitration issues 0.4; Draft multiple emails to American Arbitration Association administrator regarding arbitration issues 0.3.	0.9
11/29/2023	JT	Review correspondence from American Arbitration Association 0.3.	0.3
12/11/2023	ML	Draft American Arbitration Association Conflicts Checklist 0.4.	0.4
12/13/2023	JT	Telephone conference with client 0.3.	0.3
12/14/2023	JT	Review answer and counterclaims 0.3.	0.3
12/14/2023	ML	File American Arbitration Association Conflicts Checklist 0.2.	0.2
12/18/2023	AH	Review and annotate terms of service for platform users 0.5; Conduct related research regarding subsequent opt-out 1.0.	1.5
12/19/2023	AH	Continue research on subsequent arbitration opt-out agreement 0.8.	0.8
12/21/2023	AH	Review counterclaim issue and conduct research regarding demurring to counterclaims and possible Anti-SLAPP motion 2.1; Start drafting memorandum of research findings 2.3.	2.3
12/21/2023	JT	Review correspondence from American Arbitration Association 0.3.	0.3
12/22/2023	AG	Draft email to arbitration administrator regarding deadline question 0.2.	0.2
12/22/2023	AH	Conduct further research on demurrer and anti-SLAPP 1.9; Continue drafting memorandum on research findings 2.3; Finalize short memoranda regarding research findings regarding review of terms of service 0.9.	5.1
12/28/2023	JT	Research and draft memorandum regarding applicability of referral agency exemption to ABC test 2.9.	2.9

Date	Biller	Activity	Hours
12/29/2023	AH	Review correspondence and memorandum regarding AB5 exemption for referral agency, review Defendant's Answer to demand for arbitration related to same issue 0.8; Research regarding standards for Anti-Slapp motion and attorneys fees provision 0.6; Conduct further research on Business and Professional Code regarding licensure for contractors 0.6.	2
1/3/2024	JT	Email correspondence with client regarding questions about tasks 0.2; Review records regarding amounts charged for tasks 0.2.	0.4
1/5/2024	AG	Review arbitrator biographies and research potential arbitrators 1.2; Draft email to AAA administrator regarding arbitrator rankings 0.2.	1.4
1/5/2024	AH	Review Terms of Service and cross-reference version that customers are directed to and version for Taskers 0.3; Conduct research regarding past terms of service 1.4.	1.7
1/5/2024	JT	Draft answer and affirmative defenses to counter-claims 2.6.	2.6
1/8/2024	ML	Research previous TaskRabbit Terms of Service and refusing tasks 0.7.	0.7
1/9/2024	AH	Research regarding business and professional code/Contractor's Licensing Board requirements 2.4.	2.4
1/10/2024	JT	Email correspondence with client regarding [REDACTED] 0.2; Review and revise answer to counterclaim 0.4.	0.6
1/10/2024	ML	Proofread Answer to Counterclaim 0.3; Create Proof of Service and file 0.3; Electronic service to all parties via email 0.1.	0.7
1/11/2024	ML	Research previous TaskRabbit Terms of Service and refusing tasks 1.0.	1
1/12/2024	JT	Review correspondence from American Arbitration Association 0.3.	0.3
1/22/2024	AH	Review documents filed in arbitration for deadlines triggered 0.2.	0.2
1/30/2024	AH	Review documents for arbitration deadlines triggered 0.2.	0.2
2/23/2024	AG	Draft initial case management order 1.2.	1.2
2/26/2024	AG	Draft of proposed joint scheduling order 0.8; Draft email to defense counsel regarding proposed joint scheduling order and potential settlement 0.4.	1.2
2/26/2024	ML	Draft revised Scheduling Order 0.8.	0.8
3/5/2024	AG	Review respondents proposed changes to joint scheduling order 0.7; Draft detailed email to respondent regarding proposed changes and proposed rescheduling of initial hearing 0.4; Exchange further emails with Defendant regarding scheduling 0.3; Draft email to arbitrator regarding proposed rescheduling 0.2.	1.6
3/5/2024	ML	Calendar revised arbitration deadlines from joint scheduling order 0.3.	0.3

Date	Biller	Activity	Hours
3/8/2024	ML	Create blackline of Revised Joint Statement 0.1.	0.1
3/11/2024	AG	Review Defendant's proposed revisions to scheduling order 0.5; Draft further proposed revisions to scheduling order 0.8; Draft email to Defendant regarding scheduling order 0.3; Draft email to client regarding [REDACTED] 0.2.	1.8
3/13/2024	AH	Conduct research for demurrer on fraudulent deceit and litigation privilege 2.1.	2.1
3/14/2024	AH	Conduct research regarding DOL rule and proposed change to gig worker rule 1.3.	1.3
3/15/2024	AG	Review Defendant's revision to proposed scheduling order 0.5; Draft further revisions to proposed scheduling order 0.5.	1
3/18/2024	AG	Review email from Defendant regarding further proposed edits to scheduling order and edit scheduling order 0.3.	0.3
3/18/2024	ML	File Proposed Scheduling Order via American Arbitration Association portal and serve electronically to opposing counsel 0.4.	0.4
3/19/2024	AG	Draft email to defense counsel regarding potential settlement 0.1.	0.1
3/21/2024	AG	Phone conference with defense counsel regarding potential settlement 0.2; Attend status conference 1.0.	1.2
3/21/2024	AH	Hearing on arbitration scheduling conference 0.8; Confer with AG regarding same 0.1.	0.9
3/22/2024	ML	Calendar arbitration deadlines per Scheduling Order No. 1 1.0.	1
3/23/2024	AG	Draft email to client regarding [REDACTED] 0.3.	0.3
3/25/2024	ML	Review arbitration correspondence and calendar hearings 0.3.	0.3
3/28/2024	AG	Email and phone conference with opposing counsel regarding potential settlement 0.5.	0.5
4/8/2024	AG	Draft email to defense counsel regarding stipulation to extend deadlines and draft settlement agreement 0.3; Draft stipulation regarding extension of deadlines pending settlement agreement 0.3.	0.6
4/8/2024	ML	Prepare Stipulation to Extend Deadline for Filing Demurrer and Anti-SLAPP Motions, Proof of Service 0.4.	0.4
4/9/2024	ML	File Stipulation to Extend Deadline for Filing Demurrer and Anti-SLAPP Motions with AAA and serve electronically 0.4.	0.4
4/26/2024	AG	Email to client regarding [REDACTED] 0.1.	0.1
5/1/2024	AG	Corespond with defense counsel regarding settlement 0.3; Revised draft settlement agreement 0.4; Draft email to opposing counsel regarding revised draft settlement agreement 0.1.	0.8
5/10/2024	ML	Schedule remote appearance for upcoming hearing 0.1.	0.1
5/13/2024	ML	Review email from clerk regarding remote appearances and tentative rulings 0.1.	0.1

Date	Biller	Activity	Hours
5/15/2024	AG	Review proposed revisions to settlement agreement 0.4; Draft further revisions to the settlement agreement 0.8; Review proposed text for settlement approval motions 1.1; Revised proposed motion taxed 0.8; Exchange email with defense counsel regarding proposed settlement 0.3.	3.4
5/15/2024	ML	Check court docket for tentative ruling on compliance hearing 0.2.	0.2
5/15/2024	ML	Create blackline of Defendant's revisions to Settlement Agreement 0.1.	0.1
5/16/2024	ML	Check court docket for tentative ruling on compliance hearing 0.1.	0.1
5/17/2024	AG	Draft email to client regarding [REDACTED] 0.2; Exchange emails with defense counsel regarding execution of settlement agreement 0.2.	0.4
5/17/2024	AH	Review drafts of settlement documents 0.8; Email to department regarding hearing on settlement approval 0.3; Finalize and file settlement approval documents 1.0.	2.1
5/20/2024	AH	Edit settlement documents 1.1.	1.1
5/21/2024	AG	Prepare for hearing 0.5; Attend hearing 0.1; Draft email to defense counsel regarding filing of settlement agreement 0.1.	0.7
5/21/2024	AH	Review Proof of Service for filing 0.9.	0.9
5/21/2024	ML	Create Proof of Service to the LWDA 0.3; File settlement agreement and settlement approval pleadings with the LWDA 0.3; File Proof of Service to LWDA 0.3; Assemble materials for final approval hearing 1.0; Calendar hearing dates and responsive deadlines for motion for settlement approval 0.3.	2.2
5/29/2024	ML	Contact court reporter regarding upcoming hearing 0.1.	0.1
5/29/2024	ML	Contact court reporter regarding upcoming hearing 0.1.	0.1
5/30/2024	ML	Assemble fully executed settlement agreement 0.1.	0.1
5/30/2024	ML	Prepare two Supplemental Declarations of A. Graves and proofs of service 0.4; Follow up with court reporter regarding upcoming hearing 0.1.	0.5
5/31/2024	AH	Review documents for filing 0.2.	0.2
5/31/2024	ML	Proofread revised Supplemental Declaration of A. Graves 0.2; File and serve Supplemental Declaration of A. Graves 0.3.	0.5
5/31/2024	ML	Corespondence with court reporter for upcoming hearing 0.1.	0.1
6/7/2024	AG	Review tentative ruling 0.8; Phone conference with defense counsel regarding tentative ruling 0.3.	1.1
6/7/2024	ML	Check for tentative rulings for upcoming hearings 0.2; Contest the tentative ruling for upcoming hearing via portal and email to clerk 0.2.	0.4
6/11/2024	AG	Attend hearing regarding proposed settlement 0.9.	0.9
6/11/2024	AH	Review <i>KinderCare</i> case 0.3.	0.3

Date	Biller	Activity	Hours
6/13/2024	AG	Exchange emails with client regarding [REDACTED] 0.3.	0.3
6/17/2024	ML	Review and file Order on Hearing on Motion for Settlement Approval 0.2.	0.2
6/18/2024	ML	Calendar arbitration deadlines 0.2.	0.2
6/28/2024	ML	Review and file Order regarding settlement approval 0.2.	0.2
7/19/2024	AG	Phone conference with defense counsel regarding revised settlement agreement 0.3.	0.3
8/13/2024	AG	Draft email to Defendant regarding follow-up on potential amended settlement agreement 0.1.	0.1
8/19/2024	AG	Draft email to Defendant's counsel regarding revised settlement and upcoming status conference statement 0.2; Draft outline for status conference statement 0.5.	0.7
8/19/2024	AP	Draft of Joint Status Conference Statement 1.0.	1
8/20/2024	AG	Edit status conference statement 0.5; Phone conference with counsel for Defendant regarding status conference statement and settlement 0.3; Draft email to counsel for Defendant regarding status conference statement 0.1.	0.9
8/20/2024	AH	Review and edit Status Conference statement 0.3.	0.3
8/20/2024	AP	Revise, file, and serve Joint Case Management Statement 0.4.	0.4
8/27/2024	JT	Review minute order from court 0.2.	0.2
9/11/2024	AP	Download and circulate correspondence 0.1.	0.1
9/25/2024	ML	Research court rules regarding ex parte applications and informal discovery conferences 0.1.	0.1
10/11/2024	ML	Create blackline between settlement agreement versions 0.3.	0.3
10/21/2024	AG	Edit draft settlement agreement 0.8; Draft email to defense counsel regarding revised settlement agreement 0.1.	0.9
10/24/2024	ML	Create blackline against Defendant's revisions to revised settlement agreement 0.2; Contact client for signature for [REDACTED] 0.2.	0.4
10/25/2024	AG	Phone conference with client regarding [REDACTED] 0.5; Edit draft settlement agreement 0.4; Draft emails to defense counsel regarding proposed revisions to settlement agreement 0.2.	1.1
10/25/2024	ML	Run blackline of revised Defendant's settlement agreement 0.1; Contact client for [REDACTED] 0.2.	0.3
10/28/2024	ML	Assemble finalized settlement agreement 0.2.	0.2
10/29/2024	ML	Create shells for revised motion for approval of settlement 0.5.	0.5
11/8/2024	JT	Email correspondence with client regarding [REDACTED] 0.2.	0.2
11/20/2024	AH	Review file regarding procedural history of case, and draft stipulation and order to continue Case Management Conference 1.0	1
11/21/2024	AH	Further edits to stipulation and order 0.7; Finalize and send stipulation and order to opposing counsel 0.4	1.1

Date	Biller	Activity	Hours
11/21/2024	JT	Review and revise stipulation to continue case management conference 0.5.	0.5
11/21/2024	ML	Proofread Stipulation to Continue Case Management Conference 0.4; Create Proofs of Service 0.2; Drafted Proposed Order 0.3.	0.9
11/25/2024	AH	Follow-up email to opposing counsel regarding stipulation and order 0.1; Finalize, redline, edit, and file same 0.5	0.5
11/25/2024	ML	Proofread and finalize Case Management Statement 0.3; Create Proof of Service 0.1; File and serve Case Management Statement 0.3; Download and save Stipulation and Proposed Order 0.1.	0.8
11/26/2024	ML	Download and save conformed copies of Stipulation and Proposed Order 0.1.	0.1
11/29/2024	ML	Check for order on Stipulation 0.2; Calendar deadline to file case management statement 0.1; Prepare notice of order 0.3; Create Proof of Service 0.1.	0.7
12/2/2024	AH	Review notice of Court's Order regarding continuance and email regarding providing notice of same to opposing counsel 0.2	0.2
12/16/2024	AH	Conduct research for motion for approval 1.0.	1
12/17/2024	AH	Conduct additional research for approval motion and begin outlining motion 0.3; Draft approval motion 2.5; Conduct research regarding fee application 0.8.	3.6
12/18/2024	AH	Continue drafting approval motion 1.0; Start drafting fee application 1.5.	2.5
12/19/2024	AH	Continue drafting approval motion 1.0; Continue drafting fee application 1.8.	2.8
12/20/2024	ML	Proofread Motion for Approval and supporting documents 1.0, Proofread Motion for Fee Award and supporting documents 1.5	2.5
12/23/2024	ML	Proofread and prepare Revised Notice of Motion and Motions, Declaration of Graves, Proposed Order, exhibits, and supporting documents 3.2.	3.2



122 N. Baldwin Ave., Main Floor • Sierra Madre, CA 91024
626.240.0575 • www.gravesfirm.com

Statement of Costs

Dates
Oct 2021 - Dec 2024

Maynard v. TaskRabbit, Inc.

Case No. 21CV003513

Date	Description	Amount	Rate	Total
10/1/2021	Photocopies & Prints for <i>Maynard v. TaskRabbit CA</i> - September 2021	4	\$0.18	\$0.72
10/1/2021	Photocopies & Prints for <i>Maynard v. TaskRabbit PAGA</i> - September 2021	2	\$0.18	\$0.36
10/5/2021	Court Fee - Filing Fee - Complaint			\$1,619.15
10/13/2021	Courier - Summons and Complaint (Ikea North America)			\$118.97
10/13/2021	Courier - Summons and Complaint (Ikea US Retail)			\$118.97
10/13/2021	Courier - Summons and Complaint (TaskRabbit)			\$195.81
10/14/2021	Court Fee - eFile (One Legal) - Jury Fees Deposit			\$174.96
10/20/2021	Court Fee - eFile (One Legal) - Proof of Service of Summons			\$20.54
11/1/2021	Photocopies & Prints for <i>Maynard v. TaskRabbit CA</i> - October 2021	42	\$0.18	\$7.56
11/19/2021	Court Fee - eFile (One Legal) - Proof of Service			\$20.54
11/23/2021	Court Fee - eFile (One Legal) - Case Management Statement			\$20.54
11/23/2021	Court Fee - eFile (One Legal) - Courtesy Copy Case Management Statement			\$40.67
12/1/2021	Photocopies & Prints for <i>Maynard v. TaskRabbit CA</i> - November 2021	61	\$0.18	\$10.98
12/3/2021	Court Fee - eFile (One Legal) - Complaint			\$1,442.95
12/3/2021	Court Fee - eFile (One Legal) - Complaint			\$1,442.95
12/9/2021	Court Fee - eFile (One Legal) - Jury Fees Deposit			\$174.96
12/9/2021	Court Fee - eFile (One Legal) - Jury Fees Deposit			\$174.96
12/13/2021	Court Fee - eFile (One Legal) - Proof of Service of Summons			\$20.54
12/13/2021	Court Fee - eFile (One Legal) - Courtesy Copy Proof of Service			\$39.12
12/13/2021	Courier - Summons and Complaint (Ikea North America)			\$105.45
12/13/2021	Courier - Summons and Complaint (Ikea US Retail)			\$62.61
12/13/2021	Courier - Summons and Complaint (TaskRabbit)			\$202.46
12/16/2021	Court Fee - eFile (One Legal) - Notice of Related Case			\$20.54
12/16/2021	Court Fee - eFile (One Legal) - Courtesy Copy Notice of Related Case			\$39.38

12/16/2021	Court Fee - eFile (One Legal) - Proof of Service of Summons			\$20.54
12/16/2021	Court Fee - eFile (One Legal) - Notice of Related Case			\$20.54
12/16/2021	Court Fee - eFile (One Legal) - Courtesy Copy Notice of Related Case			\$39.38
12/16/2021	Court Fee - eFile (One Legal) - Proof of Service of Summons			\$20.54
12/16/2021	Court Fee - eFile (One Legal) - Notice of Related Case			\$20.54
12/16/2021	Court Fee - eFile (One Legal) - Courtesy Copy Notice of Related Case			\$39.38
12/17/2021	Court Fee - eFile (One Legal) - Proof of Service			\$20.54
1/1/2022	Photocopies & Prints for <i>Maynard v. TaskRabbit PAGA</i> - December 2021	37	\$0.18	\$6.66
1/19/2022	Court Fee - eFile (One Legal) - Opposition to Motion to Compel Arbitration			\$19.51
1/20/2022	Court Fee - eFile (One Legal) - Courtesy Copy Opposition to Motion to Compel Arbitration			\$48.90
1/21/2022	Court Fee - eFile (One Legal) - Courtesy Copy Peremptory Challenge			\$39.38
1/24/2022	Court Fee - eFile (One Legal) - Peremptory Challenge			\$19.51
1/25/2022	Court Fee - eFile (One Legal) - Case Management Statement			\$19.51
1/25/2022	Court Fee - eFile (One Legal) - Courtesy Copy Case Management Statement			\$40.41
1/25/2022	Court Fee - One Legal - Objection to Joint Status Conference Statement			\$19.51
2/1/2022	Photocopies & Prints for <i>Maynard v. TaskRabbit CA</i> - January 2022	379	\$0.18	\$68.22
2/1/2022	Court Reporter - Case Management Conference and Motion to Compel Arbitration Hearing Transcript			\$610.00
2/8/2022	Court Fee - eFile (One Legal) - Courtesy Copy Joint Status Conference Statement			\$39.89
2/17/2022	Court Fee - eFile (One Legal) - Proof of Service of Notice of Order Relating Cases			\$19.51
2/18/2022	Court Fee - eFile (One Legal) - Proof of Service			\$19.51
3/1/2022	Photocopies & Prints for <i>Maynard v. TaskRabbit CA</i> - February 2022	10	\$0.18	\$1.80
3/16/2022	Court Fee - eFile (One Legal) - Opposition to Petition to Stay			\$20.02
3/17/2022	Court Fee - eFile (One Legal) - Courtesy Copy Opposition to Petition to Stay			\$47.87
3/18/2022	Court Fee - eFile (One Legal) - Case Management Statement			\$20.02
3/21/2022	Court Fee - eFile (One Legal) - Courtesy Copy Case Management Statement			\$43.24
4/2/2022	Photocopies & Prints for <i>Maynard v. TaskRabbit PAGA</i> - March 2022	74	\$0.18	\$13.32

4/28/2022	Court Reporter - A. Enright Jacobs Deposition Transcript			\$863.90
4/28/2022	Court Reporter - Hearing Transcript			\$583.00
4/29/2022	Court Reporter - S. Bermudez Deposition Transcript			\$686.50
5/2/2022	Photocopies & Prints for <i>Maynard v. TaskRabbit CA</i> - April 2022	759	\$0.18	\$136.62
5/2/2022	Photocopies & Prints for <i>Maynard v. TaskRabbit PAGA</i> - April 2022	385	\$0.18	\$69.30
5/2/2022	Court Reporter - G. Givens Deposition Transcript			\$931.80
5/3/2022	Court Reporter - D. Reagans Deposition Transcript			\$721.75
5/4/2022	Court Reporter - K. Ballentine Deposition Transcript			\$857.70
5/10/2022	Court Fee - eFile (One Legal) - Case Management Statement			\$20.02
5/11/2022	Court Fee - eFile (One Legal) - Courtesy Copy Case Management Statement			\$46.33
5/16/2022	Court Fee - eFile (One Legal) - Informal Discovery Conference Request			\$20.02
5/17/2022	Court Fee - eFile (One Legal) - Courtesy Copy Informal Discovery Conference Request			\$49.42
5/19/2022	Court Fee - eFile (One Legal) - Joint Submission of Deposition Testimony			\$20.02
6/1/2022	Photocopies & Prints for <i>Maynard v. TaskRabbit CA</i> - May 2022	442	\$0.18	\$79.56
6/1/2022	Photocopies & Prints for <i>Maynard v. TaskRabbit PAGA</i> - May 2022	151	\$0.18	\$27.18
6/6/2022	Court Fee - eFile (One Legal) - Exhibit and Witness Lists for Evidentiary Hearing			\$20.02
6/6/2022	Court Fee - eFile (One Legal) - Courtesy Copy Exhibit and Witness Lists for Evidentiary Hearing			\$42.98
6/10/2022	Court Reporter - Hearing Transcript			\$900.00
6/15/2022	Court Fee - eFile (One Legal) - Response to Request for Remote Proceedings			\$20.02
6/16/2022	Court Fee - eFile (One Legal) - Response to Request for Remote Proceedings			\$51.22
6/17/2022	Court Fee - eFile (One Legal) - Joint Status Conference Statement			\$20.02
6/19/2022	Courier - Deposition Transcript to Department			\$78.75
6/20/2022	Court Fee - eFile (One Legal) - Courtesy Copy Joint Status Conference Statement			\$41.95
6/20/2022	Court Fee - eFile (One Legal) - Courtesy Copy Stipulation Regarding Deposition Transcripts			\$46.58
6/24/2022	Court Reporter - Evidentiary Hearing Transcript			\$152.00
6/30/2022	Court Fee - eFile (One Legal) - Informal Discovery Conference Request			\$20.02
7/1/2022	Photocopies & Prints for <i>Maynard v. TaskRabbit CA</i> - June 2022	1,735	\$0.18	\$312.30
7/6/2022	Court Fee - eFile (One Legal) - Courtesy Copy Stipulation Regarding Motion for Reconsideration			\$42.98

7/11/2022	Court Fee - eFile (One Legal) - Reply in Support of Motion for Reconsideration			\$20.02
7/12/2022	Court Fee - eFile (One Legal) - Status Conference Statement			\$20.02
7/12/2022	Court Fee - eFile (One Legal) - Stipulation Regarding Motion for Reconsideration			\$40.61
7/12/2022	Court Fee - eFile (One Legal) - Courtesy Copy Reply in Support of Motion for Reconsideration			\$47.61
7/18/2022	Court Fee - eFile (One Legal) - Joint Status Conference Statement			\$20.02
7/18/2022	Court Fee - eFile (One Legal) - Courtesy Copy Joint Status Conference Statement			\$42.72
7/20/2022	Court Fee - eFile (Truefiling) - Petition for Writ of Mandate			\$808.75
7/20/2022	Court Fee - eFile (Truefiling) - Exhibits in Support of Petition for Writ			\$10.50
8/11/2022	Court Fee - eFile (Truefiling) - Reply in Support of Petition for Writ			\$10.50
10/4/2022	Court Fee - eFile (Truefiling) - Notice of Trial Court Compliance with Writ			\$10.50
11/1/2022	Photocopies & Prints for <i>Maynard v. TaskRabbit CA</i> - October 2022	143	\$0.18	\$25.74
11/7/2022	Court Fee - eFile (One Legal) - Opposition to Motion to Compel Response to Special Interrogatories			\$19.45
11/7/2022	Court Fee - eFile (One Legal) - Courtesy Copy Opposition to Motion to Compel Response to Special Interrogatories			\$61.25
11/15/2022	Court Reporter - Hearing Transcript			\$73.40
11/18/2022	Court Reporter - Evidentiary Hearing Transcript			\$500.00
12/1/2022	Photocopies & Prints for <i>Maynard v. TaskRabbit CA</i> - November 2022	249	\$0.18	\$44.82
12/1/2022	Photocopies & Prints for <i>Maynard v. TaskRabbit PAGA</i> - November 2022	5	\$0.18	\$0.90
12/20/2022	Court Fee - eFile (Truefiling) - Petition for Writ of Mandate			\$808.75
12/20/2022	Court Fee - eFile (Truefiling) - Appendix of Exhibits in Support of Petition for Writ			\$10.50
12/30/2022	Court Fee - eFile (One Legal) - Case Management Statement			\$19.45
12/30/2022	Court Fee - eFile (One Legal) - Courtesy Copy Case Management Statement			\$41.50
12/31/2022	Photocopies & Prints for <i>Maynard v. TaskRabbit CA</i> - December 2022	615	\$0.18	\$110.70
1/4/2023	Court Fee - eFile (Truefiling) - Application for Extension to File Reply			\$10.50
1/27/2023	Court Fee - eFile (Truefiling) - Reply in Support of Petition for Writ			\$10.50

2/10/2023	Court Fee - eFile (One Legal) - Brief Regarding Evidentiary Hearing			\$19.90
2/15/2023	Court Fee - eFile (One Legal) - Courtesy Copy Brief Regarding Evidentiary Hearing			\$109.75
3/1/2023	Photocopies & Prints for <i>Maynard v. TaskRabbit CA</i> - February 2023	4	\$0.18	\$0.72
3/22/2023	Court Fee - eFile (One Legal) - Stipulation Regarding Discovery and Supplemental Briefing			\$39.90
3/22/2023	Court Fee - eFile (One Legal) - Courtesy Copy Stipulation Regarding Discovery and Supplemental Briefing			\$41.75
3/22/2023	Court Fee - eFile (One Legal) - Stipulation Regarding Discovery and Supplemental Briefing (Resubmitted)			\$12.95
4/1/2023	Photocopies & Prints for <i>Maynard v. TaskRabbit CA</i> - March 2023	233	\$0.18	\$41.94
4/24/2023	Court Fee - eFile (One Legal) - Joint Status Conference Statement			\$19.90
4/25/2023	Court Fee - eFile (One Legal) - Courtesy Copy Joint Status Conference Statement			\$44.00
5/18/2023	Court Fee - eFile (One Legal) - Supplemental Brief Regarding Evidentiary Hearing			\$19.90
5/19/2023	Court Fee - eFile (One Legal) - Courtesy Copy Supplemental Brief Regarding Evidentiary Hearing			\$46.50
6/10/2023	Photocopies & Prints for <i>Maynard v. TaskRabbit CA</i> - May 2023	64	\$0.18	\$11.52
6/20/2023	Court Fee - eFile (One Legal) - Courtesy Copy Informal Discovery Conference Request			\$45.30
7/31/2023	Color Prints for <i>Maynard v. TaskRabbit CA</i> - July 2023	20	\$0.40	\$8.00
8/31/2023	Color Prints for <i>Maynard v. TaskRabbit CA</i> - August 2023	34	\$0.40	\$13.60
10/3/2023	Court Fee - eFile (One Legal) - Courtesy Copy Case Management Statement			\$50.00
10/3/2023	Court Fee - eFile (One Legal) - Case Management Statement			\$19.90
10/4/2023	Court Fee - Document Fee - Order Regarding Stay			\$3.00
10/31/2023	Prints and photocopies for <i>Maynard v. TaskRabbit CA</i> - October 2023	12	\$0.18	\$2.16
10/31/2023	Photocopies & Prints for <i>Maynard v. TaskRabbit PAGA</i> - October 2023	24	\$0.18	\$4.32
1/31/2024	Photocopies & Prints for <i>Maynard v. TaskRabbit Arbitration</i> - January 2024			\$4.50
3/12/2024	American Arbitration Association - Arbitration Case Management Fee			\$750.00
3/31/2024	Photocopies & Prints for <i>Maynard v. TaskRabbit</i> - March 2024	4	\$0.18	\$0.72
5/17/2024	Court Fee - eFile (One Legal) - Motion for Preliminary Approval of Settlement, Declaration of Graves, and Proposed Order			\$14.95

5/20/2024	Court Fee - eFile (One Legal) - Statutory fees for Motion for Preliminary Approval of Settlement, Declaration of Graves, and Proposed Order			\$81.90
5/20/2024	Court Fee - eFile (One Legal) - Chambers copy for Motion for Preliminary Approval of Settlement, Declaration of Graves, and Proposed Order			\$50.00
5/21/2024	Court Fee - eFile (One Legal) - Proof of Service of Settlement Agreement to LWDA			\$21.90
5/31/2024	Court Fee - eFile (One Legal) - Supplemental Declaration of Graves			\$21.90
8/16/2024	Court Fee - Document Fee			\$10.00
8/20/2024	Court Fee - eFile (One Legal) - Case Management Statement			\$21.90
11/25/2024	Court Fee - eFile (One Legal) - Stipulation to Continue Case Management Conference and Proposed Order			\$42.90
Total				\$18,580.29



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Alameda Superior Court

Court Case Number *

21CV003513

Hearing Date (if any)

4/3/2025

Hearing Time

10:00 AM

Hearing Location

Rene C. Davidson Courtho

Number of aggrieved employees *

3,000

Gross settlement amount *

135,000

Gross penalty amount *

15,000

Penalties to LWDA *

11,250

Date of proposed settlement *

10/24/2024

Proposed Settlement and Other Documents

Proposed Settlement *

TaskRabbit-M... executed.pdf

Other Attachment (if any)

Maynard PAG...Settlement.pdf

Other Attachment (if any)

[Remove](#)

Maynard PAG...Settlement.pdf

Other Attachment (if any)

[Remove](#)

Maynard PAG... Approval.pdf

Other Attachment (if any)

[Remove](#)

Maynard PAG...tn for Fees.pdf

Other Attachment (if any)

[Remove](#)

Maynard PAG...Settlement.pdf

[Add Another Attachment](#)

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

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

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

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 122 N. Baldwin Avenue, Main Floor, Sierra Madre, California 91024.

On December 27, 2024, I served the following document(s) described as:

**DECLARATION OF ALLEN GRAVES IN SUPPORT OF MOTION FOR
APPROVAL OF INDIVIDUAL PAGA SETTLEMENT, ATTORNEY FEES, AND
COSTS**

on the interested parties by transmitting a true and correct copy thereof addressed as follows:

MORRISON & FOERSTER LLP

Daralyn J. Durie
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**Attorneys for Defendants TaskRabbit, Inc., IKEA North America Services, LLC,
and IKEA US Retail LLC**

☒ **VIA EMAIL:** I personally sent such document(s) via email to the known email address of the person(s) on whom it is to be served.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on December 27, 2024, at Sierra Madre, California.

Mimi Li

Type or Print Name

Signature

