

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

Attorneys for Plaintiff KEVEN REYES,
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

KEVEN REYES, on behalf of himself and other
aggrieved employees,

Plaintiff,

vs.

PRISM LOGISTICS, INC.; FOR LEGENDARY
STAFFING; LEGENDARY STAFFING, INC.;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2022-0009951

*[Assigned for all purposes to the Hon. Robert T.
Waters, Dept. 11B]*

**DECLARATION OF EVE HOWE IN
SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND FOR AWARD OF
ATTORNEYS' FEES AND COSTS**

*[Filed concurrently with: Plaintiff's Notice of
Motion and Motion; Memorandum of Points
and Authorities; and [Proposed] Order]*

Proposed Hearing Dates:

May 27, 2025

May 28, 2025

May 29, 2025

May 30, 2025

June 3, 2025

1 **DECLARATION OF EVE HOWE**

2 I, Eve Howe, declare:

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

9 2. This Declaration is submitted in support of Plaintiff's Motion for Approval of Private
10 Attorneys General Act Settlement and for Award of Attorneys' Fees and Costs.

11 **CLASS COUNSEL'S INVESTIGATION**

12 3. Defendant is authorized to do business within the State of California and do business
13 in the State of California, including but not limited to Los Angeles County. Plaintiff worked as an
14 hourly, non-exempt employee for Defendant from approximately May 2021 to August 2021. Based
15 on information from Defendant, there were approximately 783 hourly, non-exempt employees who
16 worked for Defendant during the PAGA Period.

17 4. On September 27, 2021, Plaintiff submitted a letter to the LWDA to notify the LWDA
18 pursuant to PAGA of Plaintiff's intent to seek civil penalties under PAGA for violations of the Labor
19 Code.

20 5. On October 21, 2022, Plaintiff filed his initial Complaint in this Action alleging a
21 single cause of action for Civil Penalties Pursuant to PAGA for the following claims against
22 Defendant: (1) failure to pay wages for all hours worked at the legal minimum wage; (2) failure to
23 pay wages for overtime hours worked at the overtime rate of pay; (3) failure to pay wages to hourly
24 non-exempt employees for workdays that Defendants failed to provide legally required and compliant
25 meal periods; (4) failure to timely pay earned wages during employment; (5) failure to provide
26 complete and accurate wage statements; and (6) failure to pay employees all wages due at the time of
27 termination/resignation; (the "Action").

1 6. At all times, Defendant denied the allegations and contended that: they properly paid
2 minimum and overtime wages, they properly provided all necessary meal breaks and/or paid
3 appropriate meal period premiums, employees were provided itemized statements in compliance with
4 the Labor Code, and that they promptly paid all wages due and owing upon separation of employment.

5 7. After filing the lawsuit, the Parties engaged in significant informal written discovery.
6 The Parties engaged in extensive discussions in an attempt to reach a global settlement of Plaintiff's
7 PAGA claims at issue in this Action. Following mediation with David Phillips, a well-respected
8 mediator of wage and hour class actions, the Parties were able to reach a settlement on July 23, 2024.
9 In preparation for these negotiations, the Parties exchanged various documents and information that
10 allowed both sides to evaluate the potential exposure and potential risk, as well as information about
11 the number of pay periods and the number of individuals in the PAGA group.

12 8. The Parties have undertaken reasonable investigation of the facts and law during the
13 pendency of this action. Plaintiff's Counsel diligently conducted and pursued an investigation of the
14 PAGA claims against Defendant, including research of the applicable law and the potential defenses
15 and review of relevant documents. Plaintiff obtained directly relevant data including Defendant's
16 written policies related to the claims at issue in Plaintiff's Complaint and Plaintiff's personnel file.

17 9. Plaintiff and Plaintiff's Counsel have concluded—after considering the sharply
18 disputed factual and legal issues involved on the PAGA claims, the risks attending further
19 prosecution, and the benefits to be received pursuant to the compromise and settlement of the action
20 as set forth in the agreement—that settlement was in the best interest of the representative Plaintiff,
21 the LWDA, and the aggrieved employees and is fair and reasonable and furthers the purpose of the
22 PAGA to enforce the Labor Code.

23 THE SETTLEMENT IS FAIR, JUST AND REASONABLE

24 10. Based on the informal discovery produced by Defendant, during the period from
25 September 27, 2020, through September 13, 2023, Defendant employed approximately 783
26 Aggrieved Employees over the course of approximately 19,100 PAGA Pay Periods. Based on the
27 data, the realistic exposure for the PAGA claims amounted to approximately **\$955,000.00**, assuming
28 that the Court assessed a maximum penalty of \$50 per pay period with a proven violation as in

1 *Amaral* (19,100 pay periods X \$50 per pay period = \$955,000.00).

2 11. With regard to Plaintiff's wage claims, Defendant contended that they properly paid
3 minimum and overtime wages and properly paid Aggrieved Employees for all hours which they
4 worked. Defendant would likely contend that Plaintiff or Aggrieved Employees were compensated
5 in compliance with all Federal, State, and local laws. Regarding Plaintiff's meal break claims,
6 Defendant contended that they had proper meal period policies in place, that Plaintiff and Aggrieved
7 Employees were informed of these policies, that Defendant provided Plaintiff and Aggrieved
8 Employees with uninterrupted and duty-free 30 minute meal breaks when required by statute, and
9 that any failure to take required meal periods was a result of the voluntary, individual actions of
10 Plaintiff and Aggrieved Employees. Defendant would likely further contend that they properly paid
11 all required meal break premiums due to Plaintiff and Aggrieved Employees. Regarding Plaintiff's
12 timely payment, wage statement, and waiting time claims, because they were wholly derivative of the
13 Plaintiff's primary claims, as explained above, they would fail for the same reasons.

14 12. Importantly however, a number of courts have found that the "subsequent" penalty
15 under PAGA applies only after a court or the Labor Commissioner determines that the employer has
16 violated the Labor Code. *See Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209;
17 *accord Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc.* (S.D. Cal. Aug.
18 10, 2009) 2009 WL 2448430, at *9 ("[u]nder California law, courts have held that employers are
19 not subject to heightened penalties for subsequent violations unless and until a court or
20 commissioner notifies the employer that it is in violation of the Labor Code"); *Bernstein v. Virgin*
21 *Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing judgment as to "heightened civil penalties"
22 because the defendant was not given notice by the Labor Commissioner when the "subsequent"
23 violations occurred); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW
24 (FFMx), 2014 WL 4961182 (C.D. Cal., October 2, 2014) ("Under the Labor Code, if an employer
25 does not have notice that they are committing a violation, they are not subject to the heightened
26 penalties."); *Trang v. Turbine Engine Components Technologies Corp.*, No. CV 12-07658 DDP
27 (RZx), 2012 WL 6618854 (C.D. Cal. Dec. 19, 2012) ("courts have held that employers are not subject
28 to heightened penalties for subsequent violations unless and until a court or commissioner notifies the

1 employer that it is in violation of the Labor Code”), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal.
2 App. 4th 1157 (2008). When evaluating Defendant’s exposure here, Plaintiff’s counsel was forced to
3 consider this line of cases. Additionally, Defendant asserted that Plaintiff’s claims were not subject
4 to common proof, but instead required individualized inquiries into what each employee was doing
5 during each pay period at issue in the PAGA period. Defendant asserted that Plaintiff is still required,
6 however, to prove each and every instance of a PAGA violation. Defendant contended that this lack
7 of common proof would significantly limit the number of PAGA violations that Plaintiff could prove
8 at trial, and as such significantly reduces the valuation of these claims. *See, e.g., Estrada v. Royalty*
9 *Carpet Mills, Inc.*, 76 Cal. App. 5th 685, 713 (2022) (“in cases with individualized circumstances and
10 vast numbers of alleged aggrieved employees, PAGA plaintiffs may have difficulty proving purported
11 violations suffered by other employees,” and therefore run the “risk being awarded a paltry sum of
12 penalties.”)

13 13. Applying further significant discounts for the risks associated with the action
14 (including but not limited to, the risk that the Court exercises its discretion to lower the penalties
15 awarded and the risk of losing at trial), this settlement for \$240,000.00 is well within a reasonable
16 range, especially considering the defenses Defendant raised regarding properly paying wages for all
17 time worked, issuing legally compliant policies during the PAGA period and that certain types of
18 violations potentially do not give rise to penalties pursuant to Labor Code sections 226 or 203.

19 14. Moreover, the proposed Settlement, even with deductions, provides a substantial sum
20 to the Aggrieved Employees. The Settlement secured by Plaintiff here is greater than other PAGA
21 penalty awards approved by California state courts, which often range between \$7,500.00 and
22 \$15,000.00 for PAGA claims impacting hundreds or thousands of individuals, resulting in much
23 lower PAGA penalty payments on a per capita basis. *See, e.g., Penaloza v. PPG Industries Inc.*, Case
24 No. BC471369, 2013 WL 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving PAGA
25 penalties of \$5,000.00 to class of 667 members); *Cabrera v. Advantage Sale & Marketing, LLC*, Case
26 No. BC485259, 2013 WL 1182822 (Super. Ct. L.A. County, March 12, 2013) (approving PAGA
27 penalties of \$10,000.00 for class of approximately 3,000 members).

28 15. Defendant would likely argue that PAGA penalties would be limited. Defendant

could argue that even if Plaintiff prevailed, the recoverable penalties under PAGA are minimal. Indeed, as assumed above, courts considering the issue have refused to “stack” PAGA penalties. *See Carrington v. Starbucks Corporation* (Cal. Ct. App. Nov. 27, 2018) No. D072392 (published Dec. 19, 2018) (approving PAGA penalty reduction to \$5 per pay period); *accord Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809. Moreover, Defendant would likely argue that Plaintiff is not entitled to recover PAGA penalties at the subsequent violation rate of \$100 per pay period. California’s appellate courts have held that “[u]ntil the employer has been notified that it is violating a Labor Code provision (whether or not the commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware [of the violation]” and therefore, until a Court or the Commissioner issues a finding of a violation, the initial \$50 violation rate applies for each pay period in which the alleged violation occurred. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209; *accord Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc.* (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at *9 (“[u]nder California law, courts have held that employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code”). Thus, Defendant could argue that even if Plaintiff was able to establish any violation of the Labor Code, the PAGA penalties assessed for these violations will be computed at the \$50 per pay period rate, as opposed to the \$100 per pay period rate at maximum, and there is a possibility that a further reduction of the penalty to \$5 per pay period as approved in *Carrington* could apply given Defendant’s alleged compliance with the Labor Code as discussed above.

16. Plaintiff understood Defendant’s position to be, using the most recent court of appeal decision on the topic of evaluating the value of a PAGA claim (*Carrington v. Starbucks, supra*) (i.e. at \$5.00 per pay period X 19,100 pay periods at issue), that it is likely Defendant’s maximum exposure on the minimum and overtime wage claims could not exceed **\$95,500**. Defendant could argue that this Court would use the *Carrington* valuation as a ceiling for assessing PAGA penalties on the remaining primary and derivative claims as well and that this amount (i.e., \$95,500) was its true “worst case scenario” exposure for **all** claims. As such, the settlement amount of \$240,000 is approximately 25.1% of the realistic exposure scenario of \$955,000 (assuming \$50 per pay period)

1 and exceeds the “worst case scenario” exposure by over a factor of 2.5.

2 17. Finally, public policy strongly favors the settlement of litigation. *Consumer Advocacy*
3 *Group v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 63. Because the proposed
4 Settlement is neither unjust nor ignores the public interest, it should be approved.

5 18. Practically speaking, if Plaintiff continued litigating this matter, the Plaintiff, LWDA,
6 and employees potentially could have received nothing if the Court had agreed with Defendant’s
7 position especially in light of the volatility of this area of law and the aforementioned defenses. The
8 settlement is reasonable in light of the risks involved in this case—including the prospect of a
9 potential adverse summary adjudication ruling, defenses to the case, potential appeal, and potential
10 costs which could be forced on our client if Plaintiff was not successful.

11 19. Plaintiff’s Counsel is convinced that the proposed settlement is fair based on the
12 negotiations and a detailed knowledge of the issues present in this action. The length and risks
13 associated with a motion for summary adjudication, trial, and other normal perils of litigation have
14 impacted the value of the claims and were all weighed in reaching the proposed settlement. In light
15 of the above, the proposed Settlement is well within the range of reasonableness and should be granted
16 approval. Plaintiff believes that in providing employees with relief and obtaining penalties for the
17 LWDA, this settlement furthers the purpose of PAGA to enforce compliance with the Labor Code
18 and should be approved.

19 20. Accordingly, the gross PAGA penalty payment is highly reasonable in light of the
20 risks and uncertainties associated with the PAGA claims in this case. Additionally, the length and
21 risks associated with a motion for summary adjudication, trial, and other normal perils of litigation
22 have impacted the value of the claims and were all weighed in reaching the proposed settlement. The
23 Settlement commits Defendant to pay a sum large enough to punish Defendant for alleged violations
24 and to deter such alleged conduct in the future. At the same time, in light of the alleged violations and
25 defenses thereto, it is not so large as to be unjust, oppressive or confiscatory. Based upon the
26 foregoing, the proposed settlement is fair, reasonable, and in the best interest of the state of California
27 and the Aggrieved Employees and should be granted approval.

28 ///

EXPERIENCE OF COUNSEL

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

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

23. I graduated from Harvard Law School in 2021. I have been in practice since 2023 and with the law firm of Lavi & Ebrahimian, LLP since July 2023, focusing almost exclusively in the area of employment law, specifically wage and hour class action litigation.

24. I am also familiar with the practice of attorney Vincent Granberry, who is a senior associate with the firm. Mr. Granberry graduated from Sandra Day O'Connor College of Law at Arizona State University in 2010. Mr. Granberry has been in practice since 2011 and with the law firm of Lavi & Ebrahimian, LLP since April 2014, focusing almost exclusively in the area of employment law. Over the last ten years, his practice has focused nearly exclusively on wage and hour class action litigation with a handful of consumer class actions. Super Lawyers Magazine has selected him as a Southern California Rising Star in 2016 through 2025 and as a Super Lawyers Rising Star Up-And-Coming 100 in his field in 2018, and again from 2020 through 2024.

25. Finally, I am also familiar with the practice of Lead Counsel Joseph Lavi having worked as an associate with Lavi & Ebrahimian, LLP since July 2023, which has often included reviewing Mr. Lavi's declarations in support of motions for attorneys' fees and/or to seek appointment as Class Counsel. Mr. Lavi graduated from law school in 2000 and has handled numerous cases in all aspects of employment and labor law, including state and federal class actions, wrongful termination, discrimination, harassment and retaliation cases. Mr. Lavi has tried employment cases in State and Federal court, and has argued before various Courts of Appeals, on employment issues such as validity of Arbitration Agreements, Application of Res Judicata in class action cases, and other employment issues. Mr. Lavi has been a panelist and/or speaker for various Employment Law Continuing Legal Education Panels on issues of employment law trials, how to

1 proceed and conduct trials, and proving and winning punitive damages. Mr. Lavi has been named a
2 Southern California Super Lawyer in the area of Plaintiff's employment litigation for Class Actions
3 from 2011-2025. Mr. Lavi has settled dozens of wage and hour class and representative actions and
4 is currently Plaintiff's counsel in many other cases. Some of the class actions that Mr. Lavi has
5 handled against employers on wage and hour issues and on which Mr. Lavi has been approved as
6 class counsel include cases against the following: Kaiser Permanente which settled for \$6,510,000.00;
7 Hustler Casino which settled for \$980,000.00; Chevron Stations Inc., which settled for
8 \$4,500,000.00; Commerce Casino which settled for \$1,575,000.00; BP West Coast Products, which
9 settled for \$4,000,000.00; Kaiser Permanente which settled for \$3,600,000.00, Fuddruckers (as lead
10 counsel) which settled for \$900,000.00; Movado Retail Group, Inc. (as lead counsel) which settled
11 for \$728,000.00, Chuck-E-Cheese's (as lead counsel) which settled for \$1,900,000.00; Aero-Electric
12 Connector, Inc. (as lead counsel) which settled for \$1,500,000.00; Clougherty Packing, LLC (as lead
13 counsel) which settled for \$4,250,000.00; and Gruma Corporation (as lead counsel) which
14 Defendant's petition to the United States Supreme Court in the matter was denied and the matter
15 settled for \$2,300,000.00. Mr. Lavi has been approved as class counsel by both Federal and California
16 Courts. Mr. Lavi and the other attorneys at Lavi & Ebrahimian who are available to assist me in this
17 case if needed are fully capable of adequately and fairly representing Plaintiffs and the proposed class
18 in this matter.

19 26. Lavi & Ebrahimian, LLP, and has been appointed Class Counsel in over fifty contested
20 proceedings including the following:

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

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

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

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

28 **DECLARATION OF EVE HOWE IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND FOR AWARD OF ATTORNEYS' FEES AND
COSTS**

- 1 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior Court
2 Case No. BC383266;
- 3 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior Court Case
4 No. RG 0265835;
- 5 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No. 05CECG02189;
- 6 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court, Central
7 District of California, Case No. CV08-06691 SVW (PLA)
- 8 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court Case No.
9 BC342588;
- 10 j. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No. BC374816;
- 11 k. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No. BC378990;
- 12 l. *Acosta, et al. v. Texwood Industries*, United States District Court, Central District of
13 California, Case No. CV07-3237-DDP (PLAX);
- 14 m. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No. BC410322;
- 15 n. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case No.
16 BC412315;
- 17 o. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
18 BC397208;
- 19 p. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No. BC399431;
- 20 q. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No. 37-2009-
21 00103626-CU-OE-CTL;
- 22 r. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No. BC451148;
- 23 s. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court, Central
24 District of California, Case No. CV 10-8916 DDP (CWx);
- 25 t. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles Superior
26 Court Case No. BC432406;
- 27 u. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central District of

1 California, Case No CV-10-02315-JEM;
2 v. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior Court
3 Case No. BC462603;
4 w. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior Court Case
5 No. BC452570;
6 x. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-00366952-
7 CU-OE-VTA;
8 y. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case No.
9 BC421009;
10 z. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No. 1341987;
11 aa. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court Case No.
12 BC425708
13 bb. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case No.
14 BC436879;
15 cc. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No. RIC10020183;
16 dd. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No. BC411849;
17 ee. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.
18 BC411134;
19 ff. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior Court Case
20 No. 30-2011-0044011-CU-OE-CXC;
21 gg. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central District
22 of California, Case No. CV 10-0415 ODW (FMOx)
23 hh. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.
24 BC443792;
25 ii. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No. BC451489;
26 jj. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court Case No.
27 CV 10-0968-PSG-FMOX;

28 **DECLARATION OF EVE HOWE IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND FOR AWARD OF ATTORNEYS' FEES AND
COSTS**

1 kk. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case No.
2 BC425799;
3 ll. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior Court
4 Case No. BC446744;
5 mm. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No. BC456420;
6 nn. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District Court, Central
7 District of California, Case No. CV-10-00711 JFW (PLAx);
8 oo. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No. BC436793;
9 pp. *Santos v. Noble Management Group-California, LLC*, United States District Court,
10 Central District of California, Case No. CV 10-2594 DSF (VBKx)
11 qq. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior Court
12 Case No. 30-2011-00473505;
13 rr. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court Case No.
14 BC436235;
15 ss. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No. BC451490;
16 tt. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.
17 RG10523946;
18 uu. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of California,
19 Case No. CV 11-09543 DSF (MRWx);
20 vv. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-2011-
21 00518396-CU-OE-CXC;
22 ww. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central District
23 of California, Case No. CV 10-0415 ODW (FMOx);
24 xx. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case No.
25 BC320172;
26 yy. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No. BC361380;
27 zz. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case No.

28 **DECLARATION OF EVE HOWE IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND FOR AWARD OF ATTORNEYS' FEES AND
COSTS**

BC357987.

ATTORNEY'S FEES

27. Under the terms of the Settlement Agreement, Plaintiff's Counsel is requesting \$80,000.00 in attorney's fees. This amount is equal to one-third of the \$240,000.00 agreed upon by the parties as the Gross Settlement Amount.

28. Plaintiff's Counsel has spent a considerable amount of time extensively investigating, researching, and litigating this matter, including but not limited to the following:

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

29. Mr. Lavi and I and other attorneys at Lavi & Ebrahimian made every effort to litigate this action in an efficient and cost-effective manner. Given his years of experience, his trial and appellate experience, and the focus of his practice, if Mr. Lavi were to charge for his type of work by the hour, his current hourly rate would be \$1,000 per hour. Mr. Granberry's hourly rate would be \$750 per hour. My hourly rate would be \$675 per hour. The hourly rate for Danielle Montero would also be \$675 per hour. These rates are the firm's current billing rates and are warranted by the extensive and specialized experience in these types of cases and recognized expertise described and are in line with the Laffey Matrix. (See Exhibit 6 available at <http://www.laffeymatrix.com/see.html>.) California Courts have applied the Laffey Matrix with adjustments to the specific California locality

1 where the Counsel's office is located based on "Locality Pay Tables." (*Syers Properties III, Inc. v.*
2 *Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on Laffey Matrix with
3 upward 9 percent rate adjustment from D.C. area compared to San Francisco Bay Area based on
4 Locality Pay Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510
5 VRW) 365 F.Supp.2d 912, 921-922 [using Laffey Matrix with upward adjustment of 9 percent for
6 San Francisco based on difference between D.C. Area 's +15.98 locality pay compared to San
7 Francisco's +26.39 percent locality pay differential from the federal courts' "Judiciary Salary Plan
8 Pay Tables."].) Here, Plaintiff's Counsel's offices are located in Los Angeles County. For 2025, the
9 Locality Pay Tables (and Judiciary Salary Plan Pay Tables referred to in *In re HPL Techs., Inc.*), state
10 a 36.47% locality payment for the Los Angeles-Long Beach, CA area, and a 33.95% locality payment
11 for the Washington-Baltimore-Arlington area, resulting in an increase of 2.52% for Los Angeles
12 County. (**Exhibits 7-8**) [2025 Locality Pay Tables for Washington-Baltimore-Arlington and Los
13 Angeles-Long Beach, CA available at [https://www.opm.gov/policy-data-oversight/pay-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/general-schedule/)
14 [leave/salaries-wages/2025/general-schedule/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/general-schedule/)]; (**Exhibits 9-10**) [Judiciary Salary Plan Pay Tables
15 available at <http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates/>];
16 (**Exhibit 11**) [2025 Locality Pay Area Definitions defining counties within Los Angeles-Long Beach,
17 CA area available at [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/)
18 [wages/2025/locality-pay-area-definitions/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/)].) In applying the 2.52% locality increase for attorneys
19 working in Los Angeles County over the Washington-Baltimore area stated in the Laffey Matrix, the
20 2024/2025 Laffey Matrix states the following relevant rates: \$485 for attorneys 1 to 3 years out of
21 law school, \$595 for attorneys 4 to 7 years out of school, \$860 for attorneys 8 to 10 years out of
22 school, \$972 for attorneys 11 to 19 years out of law school and \$1,170 for attorneys 20 plus years out
23 of law school.

24 30. I have personal knowledge of the hourly rates charged by other attorneys with
25 comparable experience. Based on that information, I believe that our rates are fully consistent with
26 the market rate for attorneys with comparable expertise, experience and qualifications. Based on the
27

1 information I have, I further believe that our rates are reasonable and appropriate fees for Los Angeles
2 attorneys with comparable expertise, experience, and qualifications.

3 31. I have spent at least 15 hours on this matter for a lodestar amount to date of at least
4 \$10,125 (15 x \$675 = \$10,125).

5 32. Throughout the course of this litigation, Joseph Lavi estimates that he has spent at least
6 14 hours litigating this matter. Accordingly, Mr. Lavi's unadjusted lodestar in this matter is \$14,000
7 (14 x \$1,000 = \$14,000).

8 33. Throughout the course of this litigation, Vincent Granberry estimates that he has spent
9 at least 20 hours litigating this matter. Accordingly, Mr. Granberry's unadjusted lodestar in this matter
10 is \$15,000 (20 x \$750 = \$15,000).

11 34. Based on a review of records, I have estimated that Danielle Montero spent at least 15
12 hours working on this matter and at her rate of \$675 an hour, her total lodestar is \$10,125 (15 x \$675
13 = \$10,125).

14 35. Therefore, Lavi & Ebrahimian's lodestar amounts to \$49,250 with more lodestar to be
15 incurred through approval and distribution of the settlement funds, which is warranted and reasonable
16 under settled precedent and the results obtained. Applying a very modest 1.63 multiplier brings Class
17 Counsel's total adjusted lodestar to \$80,277.50.

18 36. The requested attorneys' fees are justified here due to the contingent nature of the
19 representation, the risks involved, the complexity of the issues, the high quality of legal work
20 performed, and the excellent results obtained. After initially calculating the combined lodestar, the
21 Court may adjust the lodestar based on several factors in order to "fix a fee at the fair market value
22 for the particular action." Ketchum v. Moses (2001) Cal.4th 1122, 1132; Graham v. Daimler Chrysler
23 Corp. (2004) 34 Cal.4th 553, 574. These additional factors include the contingent risk of litigation,
24 the novelty and complexity of the issues, and exceptional results obtained. Ketchum, 24 Cal.4th at
25 1132, Serrano III, 20 Cal.3d at 48.

26 37. Moreover, the case involved significant risks of non-payment of attorneys' fees and
27 non-recovery of costs if the settlement was not granted approval, or of Plaintiff did not prevail.

1 California courts consider the risks counsel takes in litigating a case where they may not prevail on
2 the merits in granting attorneys' fees awards. See *Graham v. Daimler Chrysler Corp.*, 34 Cal.4th 553,
3 583 (Cal. 2004). Thus, not only are Plaintiff's Counsel's rates reasonable and typical, but the
4 attorneys' fees requested are also fair and reasonable.

5 ATTORNEY'S COSTS

6 38. The settlement allows for a request of up to \$20,000 in litigation costs. Class Counsel
7 has actually expended \$13,532.73 in costs in this case. All costs were reasonably incurred in
8 prosecution of the lawsuit and paid on a contingency basis. A large portion of these costs were
9 associated with filing fees for this case; the remainder was reasonably incurred in prosecution of the
10 lawsuit. The amount of \$6,467.27, which is the difference between the allocated costs and the actual
11 costs incurred, will remain a part of the Net Settlement Fund and distributed to Aggrieved Employees.
12 Therefore, Class Counsel seeks the costs in the amount of \$13,532.73 as reimbursement of such costs
13 is appropriate and reasonable. Attached as Exhibit 2 is a true and correct record of the costs incurred
14 to date by Lavi & Ebrahimian, LLP.

15 EXHIBITS

16 39. Attached as Exhibit 1 to this declaration is a true and correct copy of the settlement
17 agreement.

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

20 41. Attached as Exhibit 3 to this declaration is a true and correct copy of the Declaration
21 of Keven Reyes.

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

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

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

1 45. Attached as **Exhibit 7** to this declaration is a true and correct copy of the 2025 Locality
2 Pay Table for Washington-Baltimore-Arlington available at [https://www.opm.gov/policy-data-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2025/DCB.pdf)
3 [oversight/pay-leave/salaries-wages/salary-tables/pdf/2025/DCB.pdf](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2025/DCB.pdf).

4 46. Attached as **Exhibit 8** to this declaration is a true and correct copy of the 2025 Locality
5 Pay Table for Los Angeles-Long Beach, CA available at [https://www.opm.gov/policy-data-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2025/LA.pdf)
6 [oversight/pay-leave/salaries-wages/salary-tables/pdf/2025/LA.pdf](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2025/LA.pdf).

7 47. Attached as **Exhibit 9** to this declaration is a true and correct copy of the Judiciary
8 Salary Plan Pay Table for Washington-Baltimore-Arlington available at
9 https://www.uscourts.gov/sites/default/files/2024-12/jsp_washington_2025.pdf.

10 48. Attached as **Exhibit 10** to this declaration is a true and correct copy of the Judiciary
11 Salary Plan Pay Table for Los Angeles-Long Beach, CA available at
12 https://www.uscourts.gov/sites/default/files/2024-12/jsp_los_angeles_2025.pdf.

13 49. Attached as **Exhibit 11** to this declaration is a true and correct copy of 2025 Locality
14 Pay Area Definitions defining counties within Los Angeles-Long Beach, CA area available at
15 [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/#LosAngeles-LongBeachCA)
16 [definitions/#LosAngeles-LongBeachCA](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/#LosAngeles-LongBeachCA).

17 50. Attached as **Exhibit 12** to this declaration is a true and correct copy of the LWDA
18 confirmation of submission of the Settlement in this matter.

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

21 Dated: May 1, 2025

/s/ Eve Howe

Eve Howe

“EXHIBIT 1”

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Keven Reyes (“Plaintiff”), as a representative of the LWDA and behalf of himself and other Aggrieved Employees (as defined below), and Defendant Prism Logistics LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Keven Reyes v. Prism Logistics, Inc.* et al., Case No. STK-CV-UOE-2022-9951 initiated on October 21, 2022, and pending in the San Joaquin County Superior Court of the State of California.
- 1.2. “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA Period.
- 1.5. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.6. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.7. “Aggrieved Employee PAGA Penalties” means the 25% of the Net Settlement Amount paid to Aggrieved Employees.
- 1.8. “Court” means the Superior Court of California, County of San Joaquin.
- 1.9. “Defendant” means named Defendant Prism Logistics LLC.

- 1.10. “Defense Counsel” means Vasquez Benisek & Lindgren LLP.
- 1.11. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day that the Court enters Judgment.
- 1.12. “Gross Settlement Amount” means \$240,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, PAGA Representative Service Payment, and the Administration Expenses Payment.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of the Aggrieved Employee PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the final approval of the Settlement reflected in this Agreement.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: The PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to the LDWA (75%) and Aggrieved Employees (25%) as Individual PAGA Payments.
- 1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.19. “PAGA Counsel” means Lavi & Ebrahimian, LLP, including Joseph Lavi, Vincent Granberry, and all lawyers affiliated with this firm.
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.21. "PAGA Notice" means Plaintiff's September 27, 2021, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23. "PAGA Period" means the period from September 27, 2020, through September 13, 2023, unless otherwise modified per Paragraph 8 below.
- 1.24. "PAGA Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a PAGA Representative.
- 1.25. "PAGA Representative Service Payment" means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action.
- 1.26. "Plaintiff" means Keven Reyes, the named Plaintiff in the Action.
- 1.27. "Released PAGA Claims" means the claims being released as described in Paragraph 5.1 below.
- 1.28. "Released Parties" means: Defendant and all of its current and former officers, directors, employees and agents and personnel staffing agency vendors (solely with respect to the staffing agency employees leased or otherwise provided to the Defendant during the PAGA Period).
- 1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On October 21, 2022, Plaintiff commenced this Action by filing a Complaint (the "Operative Complaint") alleging causes of action against Defendant for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code Section 2698, et seq. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

- 2.3. On September 13, 2023, Plaintiff and Defendant participated in an all-day mediation presided over by David Phillips, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, time records, pay records, and information relating to the size and scope of Aggrieved Employees, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations in the Operative Complaint, including approximately 29% of time and wage records which were analyzed by Plaintiff's Counsel. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$240,000.00 (Two Hundred and Forty Thousand Dollars and No Cents) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court:
 - 3.2.1 To Plaintiff: PAGA Representative Service Payment to the PAGA Representative of not more than \$1,000.00 (in addition to any Individual PAGA Payment that the PAGA Representative is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment.
 - 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than One-Third of the Gross Settlement Amount, which is currently estimated to be \$80,000.00, and a PAGA Counsel Litigation Expenses Payment of

not more than \$20,000.00. In the event that the escalator clause described in Paragraph 8 herein is triggered and the Gross Settlement Amount is increased, PAGA Counsel may, at their discretion, increase the PAGA Counsel Fees Payment in order to remain One-Third of the Gross Settlement Amount. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff will file a motion for PAGA Counsel Fees Payment and Plaintiff's Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent that the Administrator's expenses are less, or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: The LWDA PAGA Payment in the amount of 75% of the Net Settlement Amount, a share currently estimated to be \$96,750.00, shall be paid to the LWDA under Labor Code section 2699, subd. (i). The Aggrieved Employee PAGA Penalties in the amount of 25% of the Net Settlement Amount shall be allocated for the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees PAGA Penalties, representing 25% of the Net Settlement Amount, a share currently estimated to be \$32,250.00, by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Defendant will not deduct any taxes or other withholdings from the Gross Settlement Amount described in Section 3.1 above and Plaintiff and the Aggrieved Employees are fully responsible for all taxes, if any, to the Internal Revenue Service, California Franchise Tax Board, or other taxing authorities, pertaining to any payments received under this Agreement. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5 In the event that the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, PAGA Counsel reserves their right to appeal such order, however, Plaintiff and/or PAGA Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 783 Aggrieved Employees who worked a total of 19,100 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. No later than 30 days of the Court's order granting approval of the Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be

voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employee whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employee whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved Employee (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 4.4.5 The mailing from the Administrator to the Aggrieved Employees with the checks for the Individual PAGA Payments shall also include a statement from Defendant that the Individual PAGA Payments are based on a compromise and settlement of highly disputed claims, that Defendant contends that all of its employees were compensated in compliance with all Federal, State, and local laws, and that the Individual PAGA Payments are not intended or should not be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted. Defendant shall provide this statement to the Administrator at the same time that it delivers the Aggrieved Employee Data.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1. Release by Aggrieved Employees: All Aggrieved Employees, including Plaintiff as a representative of the LWDA and on behalf of himself as an Aggrieved Employee,

are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice. The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this Agreement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released Claims in a future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 986, the ability of Plaintiff, the State of California or any Aggrieved Employee to bring the Released Claims on behalf of the LWDA is completely and forever foreclosed. Any Party to this Agreement or any one of the Released Parties may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties for any period falling within the PAGA Period.

6. MOTION FOR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2. Responsibilities of Counsel. The Parties are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff is responsible for delivering the Court's Approval Order to the Administrator.

- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, the Parties will expeditiously work together, by and through their respective Counsel, by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant motion for approval of this Settlement, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of Aggrieved Employees (Section 1.4); the definition of the Effective Date (Section 1.10); the definition of the PAGA Period (Section 1.21); the definition of Released Parties (Section 1.27); the definition of the Gross Settlement Amount (Section 1.12); the requirement for entry of the Approval Order and entering Judgment as contemplated in this Agreement. The following terms are not material to this Agreement: the allocation of fees to PAGA Counsel under Section 3.2.2; the not-to-exceed amount of the Administrator Expense Payment under Section 3.2.3; the PAGA Representative Service Payment under Section 3.2.1.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties represent that they have no interest or relationship, financial or otherwise, either directly or through their respective Counsel, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there were 783 Aggrieved Employees who worked 19,100 PAGA Pay Periods during the PAGA Period. If the total number of PAGA Pay Periods as of the end of the PAGA Period exceeds the above figure by greater than 10%, then the Gross Settlement Amount shall increase pro rata based on the number of additional PAGA Pay Periods above 10% (i.e., if the number of PAGA Pay Periods is 11% greater than the above figure, then the Gross Settlement Amount shall increase by 1%). As an alternative to paying an increased Gross Settlement Amount, Defendant may elect to shorten the PAGA Period so that it ends at the time the number of pay periods exceeds 19,100 pay periods by more than 10% (i.e., 21,010).

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. **ADDITIONAL PROVISIONS.**

10.1. **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Defendant contends that each of the Aggrieved Employees was compensated in compliance with all Federal, State, and local laws. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment and the purported proper identification of Plaintiff's employers in the PAGA Notice is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest

Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2. Integrated Agreement. Upon execution by all Parties, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all written or oral negotiations, representations, warranties, covenants, inducements, or agreements made to or by any Party.
- 10.3. Attorney Authorization. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6. No Tax Advice. The Parties are not providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13. No Publicity. Except as required to obtain approval in this case and/or in declarations detailing PAGA Counsel's experience in other matters, Plaintiff and PAGA Counsel shall not publicize the amount or other terms of this settlement to any person. Nothing in this provision shall preclude the Parties from making any required disclosure (including, but not limited to, tax professionals, attorneys, or spouses). It shall not be a violation of this paragraph for PAGA Counsel to reference this case or settlement in other court filings to establish adequacy or experience.
- 10.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.15. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.16. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

To Plaintiff Keven Reyes:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

To Defendant Prism Logistics LLC:

Jeffrey T. Lindgren, Esq.
Richard C. Vasquez, Esq.
VASQUEZ BENISEK & LINDGREN LLP
1550 Parkside Drive, Suite 130
Walnut Creek, CA 94596

- 10.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 10.19. Bankruptcy. In the event that Defendant files for bankruptcy prior to the final disbursement of the Gross Settlement Amount, Plaintiff shall be permitted to file the claims asserted in the Action in the bankruptcy proceedings, and such claims are not limited by the amount of the Gross Settlement Amount as set forth in this Settlement Agreement. If any settlement funds have been disbursed as provided in this agreement as of the date Defendant files for bankruptcy, Defendant shall not be entitled to a return of such funds from the recipients. However, Defendant will be entitled to claim a credit for any previously disbursed funds in the bankruptcy proceedings.
- 10.20. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

Dated: 01/16/2025

KEVEN REYES

Keven Reyes

Dated: _____

PRISM LOGISTICS LLC

Name: _____

Title: _____

APPROVED AS TO FORM ONLY:

Dated: 01/20/2025

LAVI & EBRAHIMIAN, LLP

Joseph Lavi

Joseph Lavi, Esq.

Vincent Granberry, Esq.

Attorneys for KEVEN REYES, on behalf of
himself and current and former aggrieved
employees

Dated: _____

VASQUEZ BENISEK & LINDGREN LLP

Jeffrey T. Lindgren

Attorneys for Defendant PRISM LOGISTICS
LLC

Dated: _____

KEVEN REYES

1/22/2025
Dated: _____

PRISM LOGISTICS LLC

Signed by:

4EB9DEF1942D448...
Jeremy Van Puffelen

Name: _____

Title: President

APPROVED AS TO FORM ONLY:

Dated: _____

LAVI & EBRAHIMIAN, LLP

Joseph Lavi, Esq.
Vincent Granberry, Esq.
Attorneys for KEVEN REYES, on behalf of
himself and current and former aggrieved
employees

1/22/2025
Dated: _____

VASQUEZ BENISEK & LINDGREN LLP

Signed by:

D749C0584B62473...
Jeffrey T. Lindgren
Attorneys for Defendant PRISM LOGISTICS
LLC

“Exhibit 2”

COSTS AND FEES ADVANCED BY LAVI & EBRAHIMIAN, LLP

DATE	ITEM	COST
	SETTLEMENT AMOUNT	\$
N/A	Copying	\$6.50
N/A	Scanning	\$6.50
N/A	Mail	\$15.47
	STOCKTON SUPERIOR COURT	
09/27/2021	Summons and Complaint Filing Fee (Class)	\$1,435.00
10/21/2022	Summons and Complaint Filing Fee (PAGA)	\$435.00
	DDS LEGAL SERVICES	
09/27/2021	Filing of Summons and Complaint Filing Fee (Class)	\$248.45
10/15/2021	Filing of Amended to Complaint (Class)	\$29.95
10/18/2021	Process of Summons and Complaint on Defendant Prism Logistics, Inc (Class)	\$58.90
10/18/2021	Process of Service of Summons and Complaint on Defendant for Legendary Staffing (Class)	\$87.77
10/18/2021	Process of Service of Summons and Complaint on Defendant for Legendary Staffing, Inc (Class)	\$108.90
10/27/2021	Process of Service of Summons and Complaint on Defendant for Prism Logistics, Inc (Class)	\$138.90
01/04/2022	Filing of Process of Service of Summons and Complaint for Defendant Legendary Staffing, Legendary Staffing, Inc and, Prism Logistics, Inc (Class)	\$104.95
03/02/2022	Filing of Proof of Service of Defendant Emtek (Class)	\$34.15
03/15/2022	Filing of Plaintiff's Request for Dismissal, Declaration, Joint Stipulation and, Proposed Order all in Support of Request for Dismissal without Prejudice and Stay Individual Claims (Class)	\$29.95
03/16/2022	Filing of Case Management Statement (Class)	\$29.95
03/18/2022	Filing of Plaintiff's Request for Dismissal, Declaration, Joint Stipulation and, Proposed Order all in Support of Request for Dismissal without Prejudice and Stay Individual Claims (Claims)	\$104.90
03/22/2022	Refiling of Plaintiff's Request for Dismissal, Declaration, Joint Stipulation and, Proposed Order all in Support of Request for Dismissal without Prejudice and Stay Individual Claims (Claims)	\$176.95
10/21/2022	Filing of Summons and Complaint (PAGA)	\$51.70
12/12/2022	Process of Service of Summons and Complaint on Defendant Prism Logistics, Inc (PAGA)	\$110.79
12/19/2022	Filing of Process of Service on Defendant Prism Logistics, Inc (PAGA)	\$29.95
01/25/2023	Filing of Amendment to Complaint (PAGA)	\$29.95
02/15/2023	Filing of Plaintiff's Opposition to Defendants Motion to Dismiss Plaintiff Representative PAGA Claim and Non-Opposition to	\$134.90

	Compel Arbitration with Courtesy Copies (PAGA)	
03/06/2023	Filing of Proposed Order and Proof of Service (PAGA)	\$29.95
03/15/2023	Filing of Summons and Complaint in San Bernardino (PAGA)	\$43.50
05/03/2023	Filing of Case Management Statement (Class)	\$104.95
05/04/2023	Filing of Plaintiff's Notice of Proceedings (Class)	\$104.95
03/22/2024	Filing of Joint Status Hearing Statement (PAGA)	\$29.95
06/11/2024	Filing of Plaintiff's Notice of Minute Order Re: Status Conference (PAGA)	\$29.95
09/24/2024	Filing of Joint Status Hearing Statement (PAGA)	\$29.95
	SIGNATURE RESOLUTION	
09/13/2023	Mediation Fee (Class)	\$7,540.00
	DEPARMENT OF INDUSTRIAL RELATION	
	Initial PAGA Filing Fee (PAGA)	\$75.00
	BERGER CONSULTING GROUP	
09/20/2023	Economic Data Analysis (Class)	\$2,240.00
	Total Costs, fees and expenses	\$13,532.73

“Exhibit 3”

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

Attorneys for Plaintiff KEVEN REYES,
on behalf of himself and current and former aggrieved employees

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

KEVEN REYES, on behalf of himself and other
aggrieved employees,

Plaintiff,

vs.

PRISM LOGISTICS, INC.; FOR LEGENDARY
STAFFING; LEGENDARY STAFFING, INC.;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2022-0009951

*[Assigned for all purposes to the Hon. Robert
T. Waters, Dept. 11B]*

**DECLARATION OF KEVEN REYES IN
SUPPORT OF APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT**

KR

1 I, Keven Reyes, declare:

2 1. I am over the age of 18 and am the named Plaintiff and PAGA representative in this
3 matter. I have personal knowledge of the matters stated herein and if called and sworn as a
4 witness, I would and could competently testify under oath thereto.

5 2. This declaration is submitted in support of Approval of the Private Attorneys
6 General Act ("PAGA") settlement in this matter.

7 3. I worked for Defendant Prism Logistics LLC ("Defendant") as an hourly, non-
8 exempt employee from approximately May 2021 to on or about approximately August 2021.

9 4. From the time of the filing of the lawsuit, I have understood that this is a PAGA
10 lawsuit where I represent the interests of all current and former hourly, non-exempt employees
11 who worked for Defendant in California during the time period from and including September 27,
12 2020 to September 13, 2023 ("Aggrieved Employees").

13 5. I believe while working for Defendant, I and all Aggrieved Employees were subject
14 to the same policies and procedures regarding payment of wages, meal and rest breaks, meal and
15 rest break premiums, wages statements, and final payment of wages. I believe that the claims of
16 Aggrieved Employees are identical to mine because Defendant's policies and procedures applied
17 to all of us.

18 6. I understand that I must continue to consider and protect the interests of all
19 Aggrieved Employees. I have been protecting the rights of myself and all Aggrieved Employees
20 since approximately August 2021 when first I started looking for an attorney before this lawsuit
21 was filed. I have been and continue to place the interests of all Aggrieved Employees before my
22 own.

23 7. I provided information and been available to my attorneys since approximately
24 August 2021 when I was searching for my attorney. I have helped and been willing to support the
25 lawsuit in any way I can for the last approximately 44 months since August 2021 when I began
26 searching for an attorney for the claims in this lawsuit. I have searched for an attorney, met with
27 my attorneys to see if they would represent me, met with my attorneys to discuss the Defendant's
28 policies, procedures, and practices for clocking in and out, paying wages for the hours that we

1 worked, providing meal and rest breaks, payment of premium wages, wage statements, and final
2 payment of wages. I spent time searching for policies and procedures that were given to me during
3 my employment, any timecards I had, any pay stubs I had, handbooks and other documents related
4 to my employment. I produced all the documents to my attorneys. I responded to almost all of my
5 attorneys' telephone calls and interviews and I met with them in person and/or telephonically to
6 discuss any questions they had about my employment, Defendant's policies and procedures, and
7 Defendant's payment of wages, providing of meal and rest breaks, paying premium wages,
8 providing wage statements, termination of employees, or the documents I had provided to them. I
9 was available during full day mediation in this case. Once the settlement agreement was finalized,
10 I conferred with my attorneys on multiple occasions to review and discuss the settlement
11 agreement before signing.

12 8. I also understand that in the event this matter proceeds to trial, I must come to court
13 to participate in the trial. I will come to court if I am needed and have been ready to perform any
14 responsibility that is necessary for this lawsuit. I know that I took a risk by filing this lawsuit
15 because if I lost, I would have to pay for all the costs incurred by Defendants in the lawsuit. I also
16 have the risk of losing income for any time that I would have to spend fulfilling my responsibilities
17 including having to attend the trial. I also believe I have taken a risk by filing this lawsuit because
18 my employers in the future may find out that I sued my employer, and they may not like it. The
19 other employees will be receiving money from this lawsuit and they have not had to file a lawsuit,
20 look for an attorney, or take the risks that I have had to take.

21 9. I understand that the settlement we have reached in this case must be approved by
22 the Court and I must continue to protect the interests of Aggrieved Employees.

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

25 Executed this 1 day of May 2025, at Stockton, California.

26 *Keven Reyes*

27 Keven Reyes
28

“Exhibit 4”

SHARE

PRINT

REPRINTS

NLJ'S BILLING SURVEY

Select a Firm

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

Morrison & Foerster

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



By the Numbers: The Firms Report Their Billing Rates

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

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

Billing at the Top of the Market ...



... And the Bottom

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

Undo | Reset

28,995 views | more by this author

Share | Download | Full Screen

Learn About Tableau

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

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

SHARE

PRINT

REPRINTS

NLJ'S BILLING SURVEY

Select a Firm

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

Cooley

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

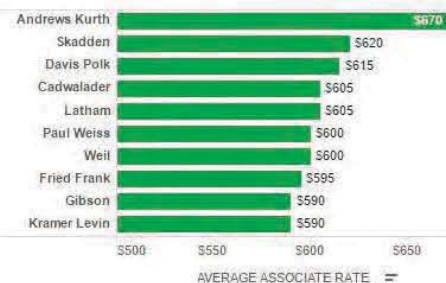
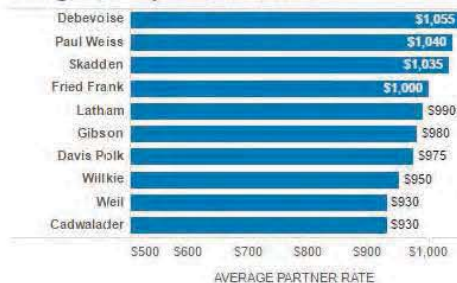


By the Numbers: The Firms Report Their Billing Rates

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

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

Billing at the Top of the Market ...



... And the Bottom

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

Undo | Redo | Reset

28,995 views | more by this author

Share | Download | Full Screen

Learn About Tableau

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

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

SHARE

PRINT

REPRINTS

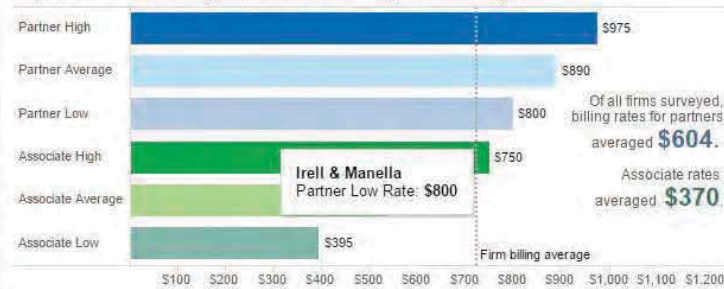
NLJ'S BILLING SURVEY

Select a Firm

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

Irell & Manella

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



By the Numbers: The Firms Report Their Billing Rates

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

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

Billing at the Top of the Market ...



... And the Bottom

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

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

[Learn About Tableau](#)

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

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

SHARE

PRINT

REPRINTS

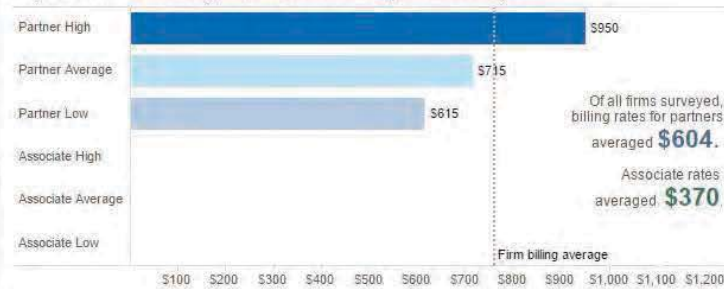
NLJ'S BILLING SURVEY

Select a Firm

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

O'Melveny & Myers

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



By the Numbers: The Firms Report Their Billing Rates

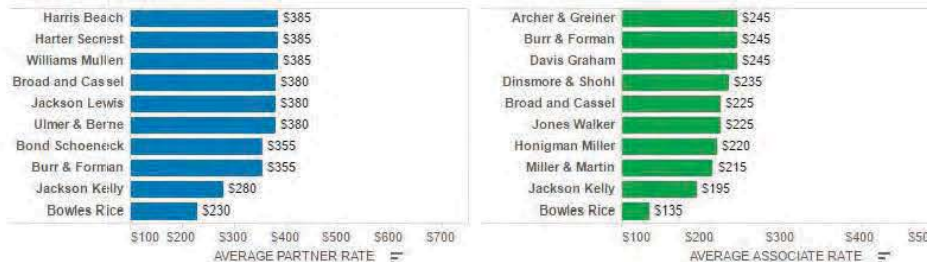
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,000	\$1,055	\$715	\$615	\$595	\$370	\$230
Dickstein Shapiro	Washington	800	\$1,050	\$700	\$600	\$580	\$360	\$220
Jenner & Block	Chicago	4,100	\$1,025	\$685	\$585	\$565	\$355	\$215
Jones Day	New York	3,300	\$875	\$575	\$475	\$455	\$255	\$155
Manatt Phelps	Los Angeles	600	\$715	\$415	\$315	\$295	\$195	\$95
Seward & Kissel	New York	600	\$675	\$375	\$275	\$255	\$155	\$95
O'Melveny & Myers	Los Angeles	738	\$950	\$715	\$615	\$595	\$370	\$230
McDermott Will	Chicago	1,000	\$815	\$515	\$415	\$395	\$295	\$195
Reed Smith	Pittsburgh	1,000	\$685	\$385	\$285	\$265	\$165	\$105
Dentons	N/A**	1,000	\$1,000	\$600	\$500	\$480	\$280	\$180
Jeffer Mangels	Los Angeles	600	\$675	\$375	\$275	\$255	\$155	\$95
Sheppard Mullin	Los Angeles	600	\$675	\$375	\$275	\$255	\$155	\$95
Alston & Bird	Atlanta	600	\$675	\$375	\$275	\$255	\$155	\$95
Foley Hoag	Boston	600	\$675	\$375	\$275	\$255	\$155	\$95

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

Billing at the Top of the Market ...



... And the Bottom

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

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

[Learn About Tableau](#)

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

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

SHARE

PRINT

REPRINTS

NLJ'S BILLING SURVEY

Select a Firm

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

Orrick, Herrington & Sutcliffe

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



By the Numbers: The Firms Report Their Billing Rates

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

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

Billing at the Top of the Market ...



... And the Bottom

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

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

[Learn About Tableau](#)

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

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

SHARE

PRINT

REPRINTS

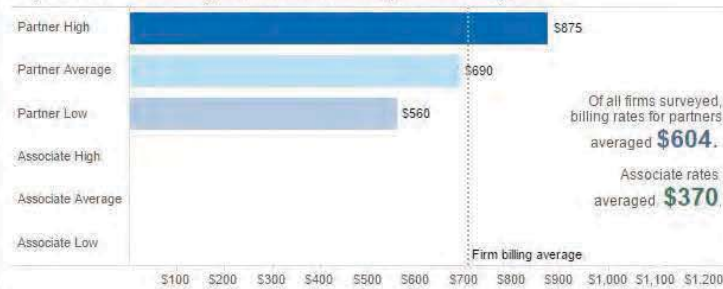
NLJ'S BILLING SURVEY

Select a Firm

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

Jeffer, Mangels, Butler & Mitchell

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



By the Numbers: The Firms Report Their Billing Rates

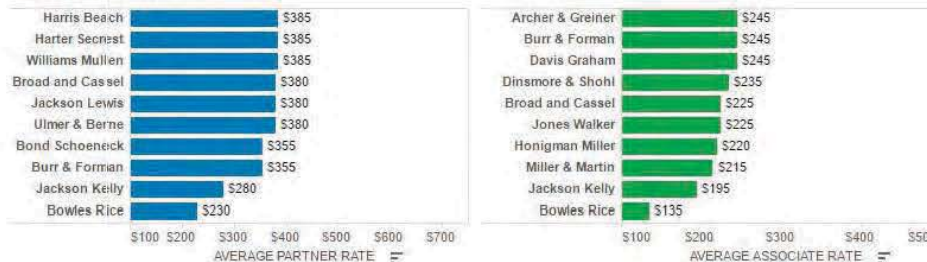
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,100	\$1,100	\$700	\$500	\$600	\$400	\$300
Dickstein Shapiro	Washington	800	\$1,000	\$600	\$400	\$500	\$300	\$200
Jenner & Block	Chicago	4,100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

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

Billing at the Top of the Market ...



... And the Bottom

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

Undo | | Reset

28,995 views | more by this author

Share | Download | Full Screen

[Learn About Tableau](#)

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

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

SHARE

PRINT

REPRINTS

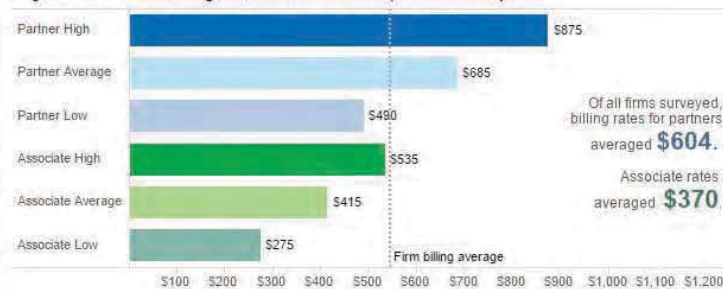
NLJ'S BILLING SURVEY

Select a Firm

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

Sheppard, Mullin, Richter & Hampton

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



By the Numbers: The Firms Report Their Billing Rates

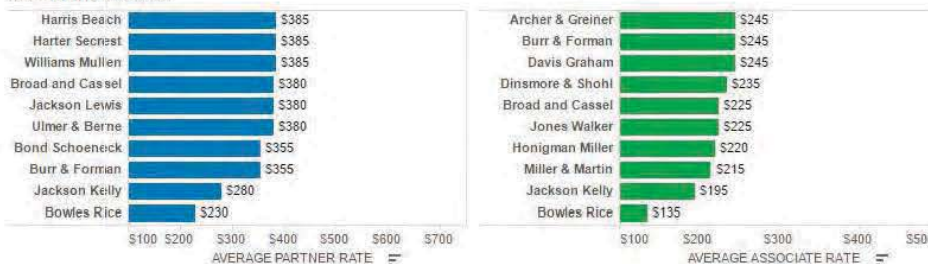
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Jeffer Mangels	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Sheppard Mullin	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Alston & Bird	Atlanta	521	\$875	\$685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

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

Billing at the Top of the Market ...



... And the Bottom

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

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

[Learn About Tableau](#)

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

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

SHARE

PRINT

REPRINTS

NLJ'S BILLING SURVEY

Select a Firm

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

Buchalter Nemer

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



By the Numbers: The Firms Report Their Billing Rates

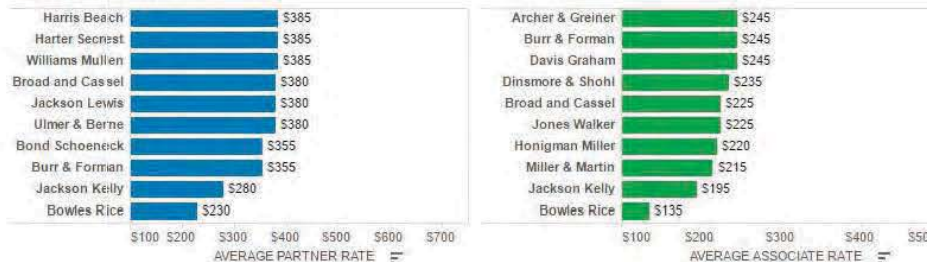
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Seyfarth Shaw	Chicago	731	\$695	\$611	\$475	\$375	\$365	\$350
Buchalter Nemer	Los Angeles	134	\$695	\$605	\$475	\$375	\$365	\$350
Carlton Fields	Tampa, Fla.	276	\$611	\$605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

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

Billing at the Top of the Market ...



... And the Bottom

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

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

[Learn About Tableau](#)

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

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

SHARE

PRINT

REPRINTS

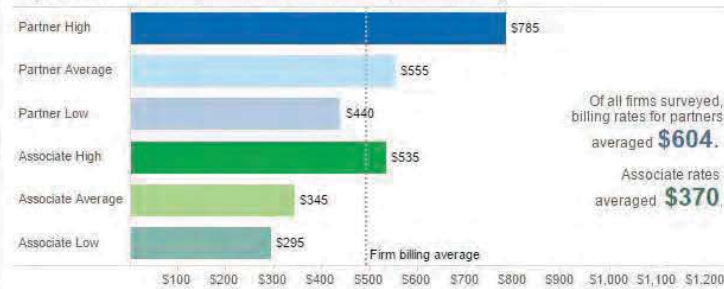
NLJ'S BILLING SURVEY

Select a Firm

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

Knobbe, Martens, Olson & Bear

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



By the Numbers: The Firms Report Their Billing Rates

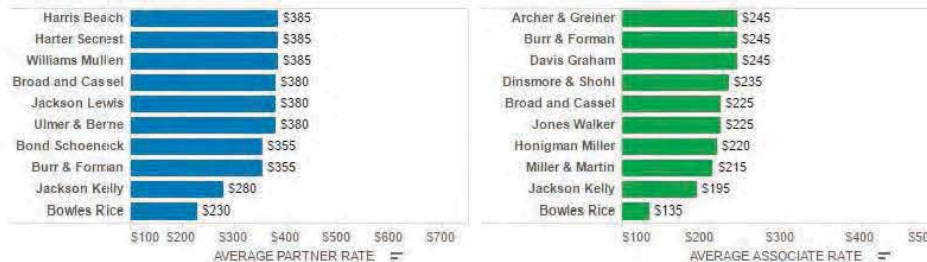
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	242	\$785	\$555	\$440	\$535	\$345	\$295
Cozen O'Connor	Philadelphia	242	\$1,055	\$555	\$295	\$535	\$345	\$295
Knobbe Martens	Irvine, Calif.	268	\$785	\$555	\$440	\$535	\$345	\$295
Kilpatrick Townsend	Atlanta	242	\$785	\$555	\$440	\$535	\$345	\$295
Littler Mendelson	San Francisco	242	\$785	\$555	\$440	\$535	\$345	\$295
Edwards Wildman	Boston	242	\$785	\$555	\$440	\$535	\$345	\$295
Thompson & Knight	Dallas	242	\$785	\$555	\$440	\$535	\$345	\$295
Fox Rothschild	Philadelphia	242	\$785	\$555	\$440	\$535	\$345	\$295
McCarter & English	Newark, N.J.	242	\$785	\$555	\$440	\$535	\$345	\$295
McKenna Long	Atlanta	242	\$785	\$555	\$440	\$535	\$345	\$295
Saul Ewing	Philadelphia	242	\$785	\$555	\$440	\$535	\$345	\$295
Brownstein Hyatt	Denver	242	\$785	\$555	\$440	\$535	\$345	\$295
Lindquist & Vennum	Minneapolis	242	\$785	\$555	\$440	\$535	\$345	\$295
Nixon Peabody	Boston	242	\$785	\$555	\$440	\$535	\$345	\$295

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

Billing at the Top of the Market ...



... And the Bottom

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

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

[Learn About Tableau](#)

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

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

SHARE

PRINT

REPRINTS

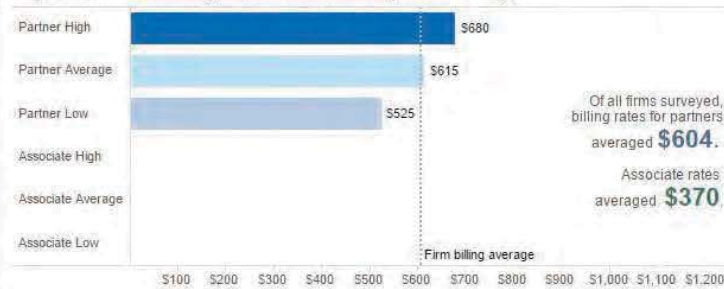
NLJ'S BILLING SURVEY

Select a Firm

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

Allen Matkins Leck Gamble Mallory & Natsis

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



By the Numbers: The Firms Report Their Billing Rates

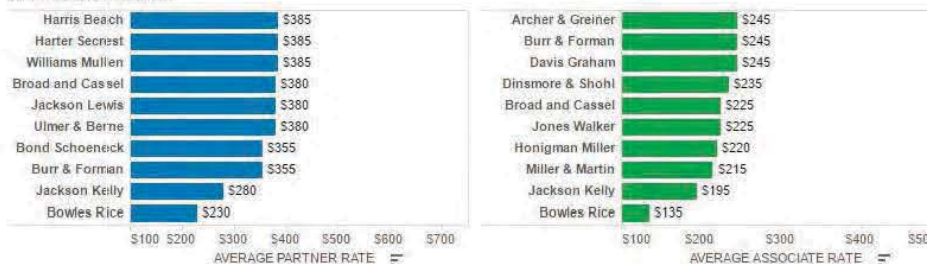
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	100	\$650	\$550	\$450	\$350	\$250	\$150
Kelley Drye	New York	250	\$650	\$550	\$450	\$350	\$250	\$150
Gardere Wynne	Dallas	200	\$650	\$550	\$450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

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

Billing at the Top of the Market ...



... And the Bottom

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

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

[Learn About Tableau](#)

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

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

SHARE

PRINT

REPRINTS

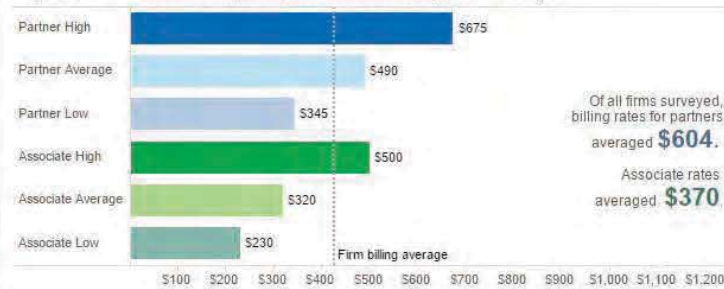
NLJ'S BILLING SURVEY

Select a Firm

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

Rutan & Tucker

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

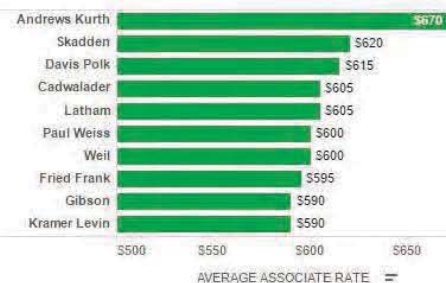
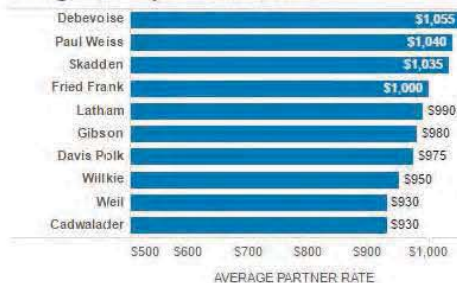


By the Numbers: The Firms Report Their Billing Rates

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

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

Billing at the Top of the Market ...



... And the Bottom

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

Undo | Redo | Reset

+ a b l e a u

28,995 views | more by this author

Share | Download | Full Screen

[Learn About Tableau](#)

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

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

SHARE

PRINT

REPRINTS

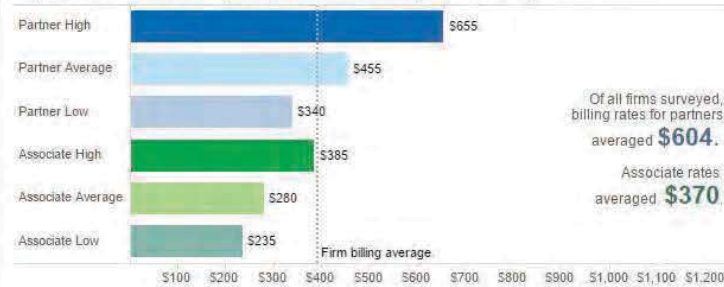
NLJ'S BILLING SURVEY

Select a Firm

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

Best Best & Krieger

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



By the Numbers: The Firms Report Their Billing Rates

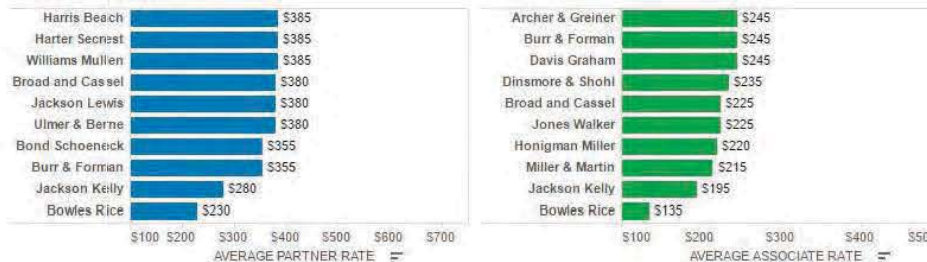
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Quarles & Brady	Milwaukee	475	\$600	\$475	\$350	\$350	\$250	\$210
Arnstein & Lehr	Chicago	1,100	\$600	\$450	\$300	\$300	\$200	\$175
Waller Lansden	Nashville, Tenn.	1,000	\$600	\$450	\$300	\$300	\$200	\$175
Benesch Friedlander	Cleveland	750	\$600	\$450	\$300	\$300	\$200	\$175
Best Best	Riverside, Calif.	175	\$655	\$455	\$340	\$385	\$280	\$235
Faegre Baker	Minneapolis	600	\$600	\$450	\$300	\$300	\$200	\$175
Riker Danzig	Morristown, N.J.	650	\$600	\$450	\$300	\$300	\$200	\$175
Baker & Hostetler	Cleveland	1,100	\$600	\$450	\$300	\$300	\$200	\$175
Ice Miller	Indianapolis	600	\$600	\$450	\$300	\$300	\$200	\$175
Parker Poe	Charlotte, N.C.	1,700	\$600	\$450	\$300	\$300	\$200	\$175
Michael Best	Milwaukee	600	\$600	\$450	\$300	\$300	\$200	\$175
Butzel Long	Bloomfield Hills, Mich.	750	\$600	\$450	\$300	\$300	\$200	\$175
McElroy Deutsch	Morristown, N.J.	700	\$600	\$450	\$300	\$300	\$200	\$175
Thompson Coburn	St. Louis	700	\$600	\$450	\$300	\$300	\$200	\$175

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

Billing at the Top of the Market ...



... And the Bottom

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

Undo | Redo | Reset

+ a b l e a u

28,995 views | more by this author

Share | Download | Full Screen

[Learn About Tableau](#)

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

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

SHARE

PRINT

REPRINTS

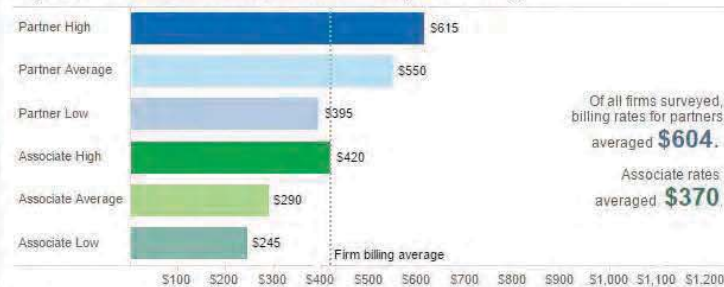
NLJ'S BILLING SURVEY

Select a Firm

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

Littler Mendelson

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



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	2,100	\$2,000	\$1,500	\$1,000	\$475	\$300	\$225
Cozen O'Connor	Philadelphia	2,000	\$1,100	\$750	\$500	\$350	\$245	\$180
Knobbe Martens	Irvine, Calif.	2,000	\$1,200	\$850	\$600	\$375	\$245	\$180
Kilpatrick Townsend	Atlanta	1,900	\$1,100	\$750	\$500	\$375	\$245	\$180
Littler Mendelson	San Francisco	909	\$615	\$550	\$395	\$420	\$290	\$245
Edwards Wildman	Boston	870	\$1,100	\$750	\$500	\$375	\$245	\$180
Thompson & Knight	Dallas	2,000	\$1,100	\$750	\$500	\$375	\$245	\$180
Fox Rothschild	Philadelphia	1,800	\$1,100	\$750	\$500	\$375	\$245	\$180
McCarter & English	Newark, N.J.	1,700	\$1,100	\$750	\$500	\$375	\$245	\$180
McKenna Long	Atlanta	1,600	\$1,100	\$750	\$500	\$375	\$245	\$180
Saul Ewing	Philadelphia	1,500	\$1,100	\$750	\$500	\$375	\$245	\$180
Brownstein Hyatt	Denver	1,500	\$1,100	\$750	\$500	\$375	\$245	\$180
Lindquist & Vennum	Minneapolis	1,400	\$1,100	\$750	\$500	\$375	\$245	\$180
Nixon Peabody	Boston	1,300	\$1,100	\$750	\$500	\$375	\$245	\$180

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

Billing at the Top of the Market ...



... And the Bottom

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

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

[Learn About Tableau](#)

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

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

SHARE

PRINT

REPRINTS

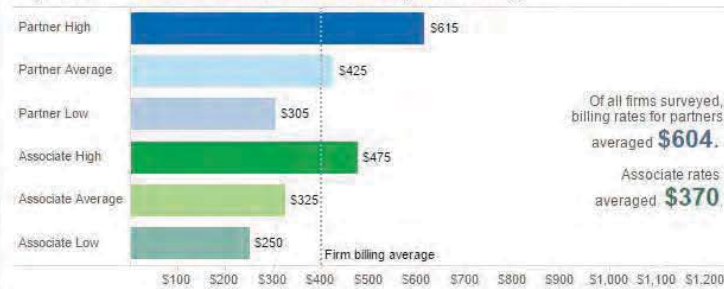
NLJ'S BILLING SURVEY

Select a Firm

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

Sedgwick

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



By the Numbers: The Firms Report Their Billing Rates

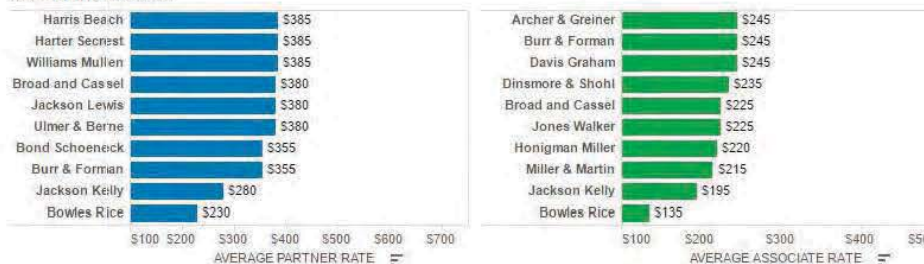
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Han	Denver	250	\$575	\$400	\$275	\$400	\$275	\$175
Bradley Arant	Birmingham, Ala.	250	\$575	\$400	\$275	\$400	\$275	\$175
Husch Blackwell	St. Louis	250	\$575	\$400	\$275	\$400	\$275	\$175
Lane Powell	Seattle	250	\$575	\$400	\$275	\$400	\$275	\$175
Shutts & Bowen	Miami	250	\$575	\$400	\$275	\$400	\$275	\$175
Connell Foley	Roseland, N.J.	250	\$575	\$400	\$275	\$400	\$275	\$175
Sedgwick	San Francisco	347	\$615	\$425	\$305	\$475	\$325	\$250
Gordon & Rees	San Francisco	250	\$575	\$400	\$275	\$400	\$275	\$175
Lathrop & Gage	Kansas City, Mo.	250	\$575	\$400	\$275	\$400	\$275	\$175
Strasburger & Price	Dallas	250	\$575	\$400	\$275	\$400	\$275	\$175
Wyatt Tarrant	Louisville, Ky.	250	\$575	\$400	\$275	\$400	\$275	\$175
Taft Stettinius	Cincinnati	250	\$575	\$400	\$275	\$400	\$275	\$175
Polsinelli	Kansas City, Mo.	250	\$575	\$400	\$275	\$400	\$275	\$175
Robinson & Cole	Hartford, Conn.	250	\$575	\$400	\$275	\$400	\$275	\$175

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

Billing at the Top of the Market ...



... And the Bottom

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

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

Learn About Tableau

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

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

SHARE

PRINT

REPRINTS

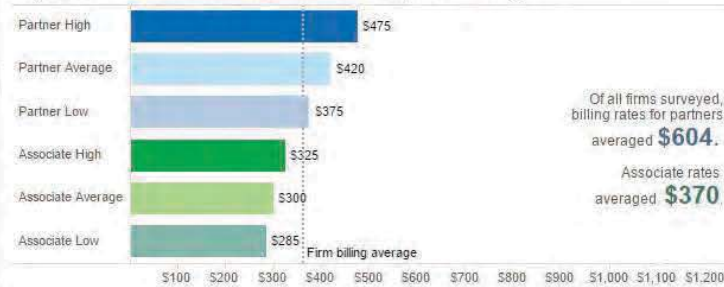
NLJ'S BILLING SURVEY

Select a Firm

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

Gordon & Rees

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



By the Numbers: The Firms Report Their Billing Rates

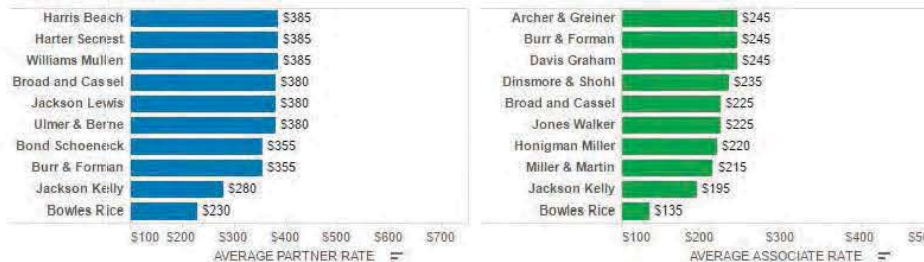
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Han	Denver	125	\$475	\$420	\$375	\$325	\$300	\$285
Bradley Arant	Birmingham, Ala.	125	\$475	\$420	\$375	\$325	\$300	\$285
Husch Blackwell	St. Louis	125	\$475	\$420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

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

Billing at the Top of the Market ...



... And the Bottom

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

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

[Learn About Tableau](#)

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

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

SHARE

PRINT

REPRINTS

NLJ'S BILLING SURVEY

Select a Firm

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

Jackson Lewis

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



By the Numbers: The Firms Report Their Billing Rates

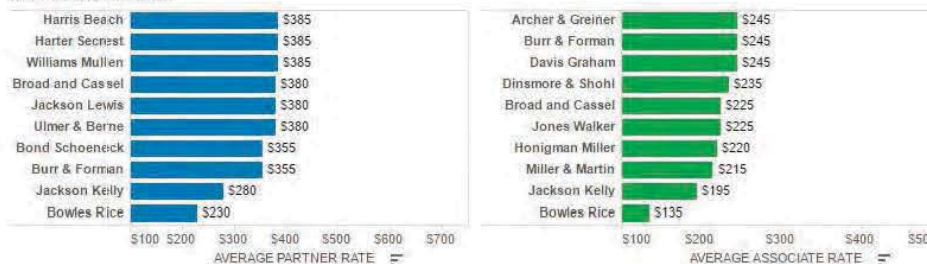
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Honigman Miller	Detroit	327	\$338	\$300	\$250	\$225	\$200	\$185
Varnum	Grand Rapids, Mich.	154	\$345	\$290	\$230	\$200	\$180	\$165
Harris Beach	Rochester, N.Y.	204	\$340	\$300	\$225	\$200	\$180	\$165
Harter Secrest	Rochester, N.Y.	158	\$340	\$290	\$230	\$200	\$180	\$165
Jones Walker	New Orleans	380	\$425	\$300	\$225	\$200	\$180	\$165
Miller & Martin	Chattanooga, Tenn.	152	\$325	\$290	\$215	\$175	\$155	\$140
Williams Mullen	Richmond, Va.	334	\$415	\$300	\$225	\$200	\$180	\$165
Broad and Cassel	Orlando, Fla.	458	\$345	\$300	\$225	\$200	\$180	\$165
Jackson Lewis	Los Angeles	690	\$440	\$380	\$310	\$315	\$290	\$275
Ulmer & Berne	Cleveland	178	\$315	\$270	\$215	\$185	\$165	\$150
Bond Schoeneck	Syracuse, N.Y.	184	\$320	\$280	\$210	\$185	\$165	\$150
Burr & Forman	Birmingham, Ala.	248	\$325	\$280	\$210	\$185	\$165	\$150
Jackson Kelly	Charleston, W.Va.	288	\$315	\$280	\$210	\$185	\$165	\$150
Bowles Rice	Charleston, W.Va.	158	\$325	\$275	\$210	\$185	\$165	\$150

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

Billing at the Top of the Market ...



... And the Bottom

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

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

[Learn About Tableau](#)

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

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

“Exhibit 5”

THE NATIONAL LAW JOURNAL

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

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

[Back to Article](#)

A nationwide sampling of law firm billing rates

December 08, 2008

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fox Rothschild (440), Philadelphia

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

Fredrikson & Byron (233), Minneapolis

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

Frost Brown Todd (342), Cincinnati

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

Gardere Wynne Sewell (281), Dallas

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

Gibbons (230), Newark, N.J.

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

GrayRobinson (213), Orlando, Fla.

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

Greenberg Traurig (1,840), New York

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

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

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

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

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

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

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

Hogan & Hartson (1,175), Washington

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

Holland & Hart (406), Denver

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

Holme Roberts & Owen (228), Denver

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

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

Partners \$515-\$795

Associates \$275-\$510

Hughes Hubbard & Reed (334), New York

Partners \$625-\$875

Associates \$270-\$600

Husch Blackwell Sanders (629), St. Louis

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

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

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

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

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

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

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

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

Partners \$250-\$595

Associates \$180-\$405

Jenner & Block (482), Chicago

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

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

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

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

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

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

Kilpatrick Stockton (466), Atlanta

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

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

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

Kelley Drye & Warren (378), New York

Partners \$430-\$850

Associates \$255-\$520

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

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

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

Firmwide (median \$362)

Lane Powell (170), Seattle

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

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

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

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

Partners \$255-\$490

Associates \$180-\$265

Leonard, Street and Deinard (189), Minneapolis

Partners \$310-\$530

Associates \$200-\$315

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

Partners \$225-\$440

Associates \$140-\$305

Lindquist & Vennum (185), Minneapolis

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nixon Peabody (699), Boston

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

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

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

Patton Boggs (529), Washington

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

Pepper Hamilton (514), Philadelphia

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

Perkins Cole (632), Seattle

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

Phelps Dunbar (258), New Orleans

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

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

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

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

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

Quarles & Brady (450), Milwaukee

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

Reed Smith (1,558*), Pittsburgh

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

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

Robinson & Cole (215), Hartford, Conn.

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

Roetzel & Andress (227), Akron, Ohio

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stoel Rives (350), Portland, Ore.

Partners \$290-\$550

Associates \$170-\$365

Strasburger & Price (194), Dallas

Partners \$300-\$580

Associates \$185-\$395

Firmwide (average \$334)

Sullivan & Worcester (182), Boston

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

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

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

Sutherland Asbill & Brennan (429), Atlanta

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

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

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

Taft Stettinius & Hollister (337), Cincinnati

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

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

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

Thompson Coburn (344), St. Louis

Partners \$295-\$555

Associates \$170-\$400

Thompson Hine (396), Cleveland

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

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

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

Thompson & Knight (458), Dallas

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

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

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

Ulmer & Berne (176), Cleveland

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

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

Firmwide (average \$262)

Vedder Price (265), Chicago

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

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

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

Venable (569), Washington

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

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

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

White & Case (2,205), New York

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

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

Firmwide (average \$513)

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

Partners \$360-\$600

Associates \$215-\$375

Williams Mullen (326), Richmond, Va.

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

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

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

Winstead (281), Dallas

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

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

Firmwide (average \$390)

Winston & Strawn (1,004), Chicago

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

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

Firmwide (average \$448)

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

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

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

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

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

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

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

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

“Exhibit 6”

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

“Exhibit 7”

Salary Table 2025-DCB
Incorporating the 1.7% General Schedule Increase and a Locality Payment of 33.94%
For the Locality Pay Area of Washington-Baltimore-Arlington, DC-MD-VA-WV-PA
Total Increase: 2.22%
Effective January 2025

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 29,949	\$ 30,954	\$ 31,949	\$ 32,941	\$ 33,935	\$ 34,516	\$ 35,502	\$ 36,495	\$ 36,535	\$ 37,463
2	33,675	34,476	35,592	36,535	36,945	38,031	39,117	40,203	41,290	42,376
3	36,745	37,969	39,194	40,418	41,642	42,866	44,090	45,315	46,539	47,763
4	41,247	42,622	43,998	45,374	46,749	48,125	49,500	50,876	52,251	53,627
5	46,148	47,685	49,223	50,761	52,298	53,836	55,373	56,911	58,449	59,986
6	51,442	53,157	54,871	56,586	58,300	60,014	61,729	63,443	65,158	66,872
7	57,164	59,070	60,976	62,882	64,788	66,694	68,600	70,506	72,412	74,318
8	63,307	65,418	67,529	69,639	71,750	73,861	75,972	78,083	80,194	82,305
9	69,923	72,254	74,584	76,915	79,246	81,576	83,907	86,237	88,568	90,898
10	77,001	79,567	82,133	84,700	87,266	89,832	92,399	94,965	97,531	100,097
11	84,601	87,420	90,239	93,059	95,878	98,698	101,517	104,337	107,156	109,975
12	101,401	104,781	108,162	111,543	114,923	118,304	121,684	125,065	128,446	131,826
13	120,579	124,599	128,619	132,638	136,658	140,677	144,697	148,716	152,736	156,755
14	142,488	147,238	151,987	156,737	161,486	166,236	170,985	175,735	180,484	185,234
15	167,603	173,190	178,776	184,363	189,950	195,200 *	195,200 *	195,200 *	195,200 *	195,200 *

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

Applicable locations are shown on the 2025 Locality Pay Area Definitions page:
<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/>

“Exhibit 8”

Salary Table 2025-LA
Incorporating the 1.7% General Schedule Increase and a Locality Payment of 36.47%
For the Locality Pay Area of Los Angeles-Long Beach, CA
Total Increase: 2.17%
Effective January 2025

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 30,515	\$ 31,538	\$ 32,552	\$ 33,563	\$ 34,576	\$ 35,168	\$ 36,173	\$ 37,184	\$ 37,225	\$ 38,171
2	34,311	35,127	36,264	37,225	37,643	38,749	39,856	40,963	42,070	43,176
3	37,439	38,687	39,934	41,181	42,429	43,676	44,923	46,171	47,418	48,665
4	42,026	43,427	44,829	46,231	47,632	49,034	50,435	51,837	53,238	54,640
5	47,019	48,586	50,153	51,719	53,286	54,853	56,419	57,986	59,553	61,119
6	52,414	54,161	55,908	57,654	59,401	61,148	62,895	64,642	66,389	68,135
7	58,244	60,186	62,128	64,070	66,012	67,954	69,896	71,838	73,780	75,722
8	64,503	66,653	68,804	70,955	73,106	75,256	77,407	79,558	81,709	83,859
9	71,244	73,619	75,993	78,368	80,742	83,117	85,492	87,866	90,241	92,615
10	78,455	81,070	83,685	86,300	88,914	91,529	94,144	96,759	99,373	101,988
11	86,199	89,071	91,944	94,817	97,689	100,562	103,435	106,307	109,180	112,053
12	103,316	106,760	110,205	113,649	117,094	120,538	123,983	127,427	130,872	134,317
13	122,857	126,953	131,048	135,144	139,239	143,334	147,430	151,525	155,621	159,716
14	145,180	150,019	154,858	159,697	164,536	169,376	174,215	179,054	183,893	188,733
15	170,769	176,461	182,153	187,845	193,538	195,200 *	195,200 *	195,200 *	195,200 *	195,200 *

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

Applicable locations are shown on the 2025 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/>

“Exhibit 9”

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.94% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$29,949	\$30,954	\$31,949	\$32,941	\$33,935	\$34,516	\$35,502	\$36,495	\$36,535	\$37,463
2	\$33,675	\$34,476	\$35,592	\$36,535	\$36,945	\$38,031	\$39,117	\$40,203	\$41,290	\$42,376
3	\$36,745	\$37,969	\$39,194	\$40,418	\$41,642	\$42,866	\$44,090	\$45,315	\$46,539	\$47,763
4	\$41,247	\$42,622	\$43,998	\$45,374	\$46,749	\$48,125	\$49,500	\$50,876	\$52,251	\$53,627
5	\$46,148	\$47,685	\$49,223	\$50,761	\$52,298	\$53,836	\$55,373	\$56,911	\$58,449	\$59,986
6	\$51,442	\$53,157	\$54,871	\$56,586	\$58,300	\$60,014	\$61,729	\$63,443	\$65,158	\$66,872
7	\$57,164	\$59,070	\$60,976	\$62,882	\$64,788	\$66,694	\$68,600	\$70,506	\$72,412	\$74,318
8	\$63,307	\$65,418	\$67,529	\$69,639	\$71,750	\$73,861	\$75,972	\$78,083	\$80,194	\$82,305
9	\$69,923	\$72,254	\$74,584	\$76,915	\$79,246	\$81,576	\$83,907	\$86,237	\$88,568	\$90,898
10	\$77,001	\$79,567	\$82,133	\$84,700	\$87,266	\$89,832	\$92,399	\$94,965	\$97,531	\$100,097
11	\$84,601	\$87,420	\$90,239	\$93,059	\$95,878	\$98,698	\$101,517	\$104,337	\$107,156	\$109,975
12	\$101,401	\$104,781	\$108,162	\$111,543	\$114,923	\$118,304	\$121,684	\$125,065	\$128,446	\$131,826
13	\$120,579	\$124,599	\$128,619	\$132,638	\$136,658	\$140,677	\$144,697	\$148,716	\$152,736	\$156,755
14	\$142,488	\$147,238	\$151,987	\$156,737	\$161,486	\$166,236	\$170,985	\$175,735	\$180,484	\$185,234
15	\$167,603	\$173,190	\$178,776	\$184,363	\$189,950	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$196,568	\$203,120	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

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

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

“Exhibit 10”

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
36.47% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$30,515	\$31,538	\$32,552	\$33,563	\$34,576	\$35,168	\$36,173	\$37,184	\$37,225	\$38,171
2	\$34,311	\$35,127	\$36,264	\$37,225	\$37,643	\$38,749	\$39,856	\$40,963	\$42,070	\$43,176
3	\$37,439	\$38,687	\$39,934	\$41,181	\$42,429	\$43,676	\$44,923	\$46,171	\$47,418	\$48,665
4	\$42,026	\$43,427	\$44,829	\$46,231	\$47,632	\$49,034	\$50,435	\$51,837	\$53,238	\$54,640
5	\$47,019	\$48,586	\$50,153	\$51,719	\$53,286	\$54,853	\$56,419	\$57,986	\$59,553	\$61,119
6	\$52,414	\$54,161	\$55,908	\$57,654	\$59,401	\$61,148	\$62,895	\$64,642	\$66,389	\$68,135
7	\$58,244	\$60,186	\$62,128	\$64,070	\$66,012	\$67,954	\$69,896	\$71,838	\$73,780	\$75,722
8	\$64,503	\$66,653	\$68,804	\$70,955	\$73,106	\$75,256	\$77,407	\$79,558	\$81,709	\$83,859
9	\$71,244	\$73,619	\$75,993	\$78,368	\$80,742	\$83,117	\$85,492	\$87,866	\$90,241	\$92,615
10	\$78,455	\$81,070	\$83,685	\$86,300	\$88,914	\$91,529	\$94,144	\$96,759	\$99,373	\$101,988
11	\$86,199	\$89,071	\$91,944	\$94,817	\$97,689	\$100,562	\$103,435	\$106,307	\$109,180	\$112,053
12	\$103,316	\$106,760	\$110,205	\$113,649	\$117,094	\$120,538	\$123,983	\$127,427	\$130,872	\$134,317
13	\$122,857	\$126,953	\$131,048	\$135,144	\$139,239	\$143,334	\$147,430	\$151,525	\$155,621	\$159,716
14	\$145,180	\$150,019	\$154,858	\$159,697	\$164,536	\$169,376	\$174,215	\$179,054	\$183,893	\$188,733
15	\$170,769	\$176,461	\$182,153	\$187,845	\$193,538	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$200,281	\$206,957	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

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

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

“Exhibit 11”

Laredo, TX

Texas

Place Name	FIPS
Jim Hogg County, TX	48247
La Salle County, TX	48283
Webb County, TX	48479

Las Vegas-Henderson, NV-AZ

Nevada

Place Name	FIPS
Clark County, NV	32003
Nye County, NV	32023

Arizona

Place Name	FIPS
Mohave County, AZ	04015

Los Angeles-Long Beach, CA

California

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

“Exhibit 12”