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Attorneys for Plaintiffs PRISCILLA AGUILAR, JULIAN HARO, JUAN MADERA, and
RICHARD NUNEZ on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PRISCILLA AGUILAR, JULIAN HARO,
JUAN MADERA, and RICHARD NUNEZ, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

OWENS-BROCKWAY GLASS
CONTAINER, INC., a Delaware Corporation,
and DOES 1-50, inclusive,

Defendant.

Case No. 21STCV33017

Assigned for All Purposes:
Hon. Yvette M. Palazuelos

**DECLARATION OF JAMES R.
HAWKINS IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
ACTION SETTLEMENT AND AWARD
OF ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE INCENTIVE
PAYMENT**

Hearing Information

Date: September 12, 2024
Time: 10:00 a.m.
Dept: 9

Complaint Filed: September 8, 2021
Trial Date: None set

1 I, James Hawkins, declare as follows:

2 1. I am an attorney at law licensed to practice before the courts of the State of
3 California. I am the founding Partner at the law firm of James Hawkins APLC, counsel of record
4 for Plaintiffs Priscilla Aguilar, Julian Haro, Juan Madera, and Richard Nunez (“Plaintiffs”) and
5 appointed Class Counsel for the conditionally certified Class. I am thoroughly familiar with and
6 have personal knowledge of all of the facts set forth herein. If called as a witness, I could and
7 would competently testify thereto.

8 2. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of
9 Class Action and PAGA Settlement and Award of Attorneys’ Fees, Costs, and Class
10 Representative Incentive Payment.

11 **THE COURT GRANTED PRELIMINARY APPROVAL OF**
12 **THE CLASS ACTION SETTLEMENT**

13 3. On December 14, 2023, the Court granted preliminary approval of the parties’
14 Amended Joint Stipulation Class Action Settlement and Release of Claims (“Settlement
15 Agreement”) between Plaintiffs Priscilla Aguilar, Julian Haro, Juan Madera, and Richard Nunez
16 (“Plaintiffs”) and Defendant Owens-Brockway Glass Container, Inc. (“Defendant”) (collectively,
17 “the Parties”).

18 4. In connection with the Preliminary Approval Order, the Court conditionally
19 certified the following “Class Members” for settlement purposes only: “All persons who are
20 employed or have been employed by Defendant in California as hourly-paid or non-exempt
21 employees at any time during the time period from March 8, 2017 through April 30, 2023.”

22 5. The Court appointed Plaintiffs as the Class Representatives and James Hawkins
23 APLC as Class Counsel.

24 6. The Court found on a preliminarily basis that the Settlement Agreement appeared
25 to be fair, adequate. The Court approved the Notice of Class Action Settlement (“Class Notice”)
26 and distribution of the Class Notice to the Class. Additionally, the Court further preliminarily
27 approved the formulas provided in the Settlement Agreement for calculating individual settlement
28 payments to the Class Members using a pay period based calculation.

1 7. The Court also appointed CPT Group, Inc., as the Settlement Administrator. Since
2 then, CPT Group, Inc., has worked diligently with Class Counsel and counsel for Defendant to
3 efficiently administer the Settlement.

4 **SUMMARY OF SETTLEMENT TERMS PRELIMINARILY APPROVED**

5 8. Gross Settlement Amount: Defendant will pay the Gross Settlement Amount of
6 \$3,700,000, plus Defendant's share of payroll taxes. The entire Gross Settlement Amount will be
7 paid out with no reversion to Defendant.

8 9. Net Settlement Amount: The Net Settlement Amount is estimated to be
9 \$2,005,926 which is the amount available for distribution to Participating Class Members after
10 deducting (1) Class Counsel's attorneys' fees and costs, (2) the Plaintiffs' Class Representative
11 Incentive Payment, (3) the Settlement Administrator's costs, and (4) the PAGA Payment to the
12 LWDA and PAGA Members, as this Court finally approves. If the Court approves a lesser amount
13 of any of the above-mentioned costs, the Net Settlement Amount will increase proportionately.

14 10. Settlement Administration Costs: The Settlement Administrator will receive
15 \$15,000 for serving as the Settlement Administrator and to cover the costs of the settlement
16 administration.

17 11. Calculations of Individual Settlement Payments: Individual settlement payments
18 will be calculated by dividing the Net Settlement Amount by the total pay periods worked by all
19 Participating Class Members during the Class Period and multiplying each Participating Class
20 Member's individual pay periods worked during the Class Period by the pay period rate. (Ex. 1 §
21 5.8.1).

22 12. The parties have agreed that based on the nature of the class claims, 33% of
23 Individual Settlement Payments will be allocated to wages from which the Settlement
24 Administrator will deduct the employee portion of payroll taxes. The remaining will be allocated
25 to the settlement of disputed claims for interest and penalties. (Ex. 1 § 5.11).

26 13. Release by Settlement Class Members: Upon entry of the Final Approval Order and
27 Judgment and Defendant's full funding of the Gross Settlement Amount each Settlement Class
28 member will release each of the Released Parties of and from any and all claims, rights, demands,

1 charges, complaints, causes of action, obligations, or liability that were or could have been raised
2 based on the factual allegations made in the Action through April 30, 2023. This includes, but is
3 not limited to, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5,
4 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, , 2800,
5 2802; California Industrial Commission Wage Orders, Cal. Code Regs., Title 8, Section 11040, et
6 seq.; and Business and Professions Code Sections 17200, et seq.; and including all claims for or
7 related to alleged failure to pay wages, overtime or double time wages, minimum and regular
8 wages, regular rate of pay; wages timely during employment, wages timely at separation, meal
9 periods and meal period premiums, rest periods and rest period premiums, off-the-clock work;
10 wage statements, written notice of sick leave, payroll records and recordkeeping; unreimbursed
11 business expenses; failure to pay additional 401(k) benefits and/or deferred compensation benefits
12 and/or matching benefits for payments received under the Settlement; unfair competition; unfair
13 business practices; conversion; class actions; representative actions; aggrieved party claims;
14 injunctive relief; declaratory relief; accounting; punitive damages; liquidated damages; penalties
15 of any nature (including but not limited to civil penalties, waiting-time penalties,); interest;
16 attorneys' fees and costs; and any other claims arising out of or related to or filed in the Action
17 through April 30, 2023. This Release does not constitute a general waiver under California Civil
18 Code Section 1542. (Settlement Agreement, ¶ 6.1.)

19
20 14. Release by PAGA Members. In addition, each PAGA Member will release each of
21 the Released Parties of and from all claims for PAGA penalties that were or could have been raised
22 based on the factual allegations made in the Action, and in the LWDA Letter, through April 30,
23 2023. This includes, but is not limited to, PAGA penalties based on alleged violation of California
24 Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.2, 226.3, 226.7,
25 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; California Industrial
26 Commission Wage Orders, Cal. Code Regs., Title 8, Section 11040, et seq.; and includes all claims
27 for or related to alleged failure to pay wages, overtime or double time wages, minimum and regular
28 wages, regular rate of pay; wages timely during employment, wages timely at separation, meal

1 periods and meal period premiums, rest periods and rest period premiums, off-the-clock work;
2 wage statements, written notice of sick leave, payroll records and recordkeeping; unreimbursed
3 business expenses; and any other claims arising out of or related to or filed in the Action through
4 April 30, 2023.

5 15. Additional Release by Class Representatives. In addition to the above release
6 applicable to the Settlement Class members and PAGA Members, the Class Representatives also
7 generally release any and all claims against each of the Released Parties. This general release
8 includes any and all claims arising from the employment relationship with Defendant between
9 March 8, 2017 and the date they sign this Agreement, except as to those that cannot be released as
10 a matter of law. This general release by the Class Representatives also includes a waiver of
11 California Civil Code Section 1542. The Class Representatives expressly waive all rights provided
12 by California Civil Code Section 1542, or other similar statutes, that the Class Representatives
13 may have against each of the Released Parties. California Civil Code Section 1542 states:

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

17 **THE SETTLEMENT ADMINISTRATOR HAS CARRIED OUT THE NOTICE**
18 **PROCEDURES**

19 16. The Parties and the Settlement Administrator successfully delivered notice to the
20 Class. As detailed in the Declaration of Irvin Garcia On Behalf of CPT Group, Inc. Regarding
21 Settlement Administration and Notice, Notice was mailed to 1,106 Class Members on the Class
22 List provided by Defendant. Although 10 Class Notices were ultimately deemed undeliverable as
23 no better address was provided from the Post Office or obtained through skip trace, 1,096 out of
24 the 1,106 (99.10%) received direct notice.

25 17. I believe that this excellent result of successfully delivering the Notices to 99.10%
26 of the Class Members was achieved through the efforts of Class Counsel and the Settlement
27 Administrator.

28 18. No Class Member submitted an objection to the Settlement which I believe

reinforces that the Settlement is fair, adequate and reasonable.

19. I also understand that only two Class Member have requested exclusion from the Settlement, which means that 1,104 out of 1,106 (99.82%) of the Class Members will participate in the Settlement and receive their individual share of the Net Settlement Amount.

20. The Court preliminarily approved \$15,000 from the Settlement to cover the costs associated with CPT Group, Inc.'s work in administering the Settlement. I respectfully submit that I believe this sum is appropriate.

THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE

21. Plaintiffs and Defendant entered into the proposed Settlement Agreement only after conducting an extensive investigation, exchanging voluminous documents, and participating in a full-day mediation session with Paul Grossman. Thus, the Settlement is the product of an arms-length negotiations assisted by an experienced wage and hour mediator.

22. Based on my experience, I believe that the proposed Settlement is fair, reasonable and adequate and represents a great result for the Class Members. As detailed in my Declaration in Support of Plaintiffs' Motion for Preliminary Approval, although Plaintiffs and Class Counsel compromised to achieve the Settlement, the compromise is extremely fair, reasonable and adequate when compared to the realistic value of the class claims and considering the substantial risks involved in pursuing further litigation including the possibility of appeals by either party that would serve to increase the amount of time in which Class Members could possible see some benefits.

23. When we considered the substantial risks involved in pursuing further litigation, we considered the probability of getting the action certified as a class action and maintaining the class action status through trial in light of Defendant asserted defenses. Specifically, we considered the likelihood of obtaining a similar or greater recovery in the event Plaintiffs obtained a judgment in their favor. The fact that, even if Plaintiffs proves Defendant's liability for all the claims alleged in the Complaint, Plaintiffs would still have to prove the amount of damages owed in this case weighs in favor of approval of the Settlement. Absent a settlement, the Parties will have to engage in costly and complex damages calculations regarding the claims alleged in the

lawsuit (e.g., daily/weekly overtime premiums owed, meal/rest period premiums owed, interest, and PAGA penalties, among others), which are subject to a myriad of differing calculations and formulas. Furthermore, we examined the likelihood of obtaining class certification on behalf of a class of non-employees and maintaining the class action status through trial. In addition, if this case were to continue as a class action through trial, we considered that both Parties will necessarily incur substantial litigation expenses, including the expense and time of analyzing voluminous document, and finding and hiring statisticians and other expert witnesses to testify at trial.

24. In addition to the substantial risks and uncertainty inherent in continued litigation, Plaintiffs and Defendant face the *certainty* that further litigation—potentially through trial and appeals—would be expensive and time consuming. Therefore, the proposed Settlement is both fair and reasonable in light of Defendant asserted legal and factual grounds for defending against the putative class claims and the risks of not obtaining and/or maintaining class certification through the trial of the action and after any appeals.

THE CLASS REPRESENTATIVES' INCENTIVE PAYMENT IS JUSTIFIED

25. Under the terms of the Settlement Agreement, Plaintiffs seek a Class Representative Incentive Payment in the amount of \$15,000 each, for their service in filing and prosecuting this class action on behalf of the Class. The total Class Representative Payments total approximately 1.6% of the Gross Settlement Amount.

26. I strongly support the Incentive Payment to the Plaintiffs, and Defendant do not oppose the amount requested. Such an amount was reached as the product of arm's length negotiations. Plaintiffs' assistance to Class Counsel and services to the Class have been invaluable. (See generally, Declarations of Priscilla Aguilar, Julian Haro, Juan Madera, and Richard Nunez in Support of Motion for Final Approval of Class Action Settlement).

27. By coming forward and pursuing this class action lawsuit that, in this information age, can easily be discovered by prospective employers demonstrates that Plaintiffs have placed the interest of the Class above their own. Additionally, Plaintiffs made the difficult decision from the very beginning of the litigation to protect the interest of the Class by not wavering from his

1 decision to prosecute and settle the claims on behalf of putative class members for a settlement
2 that was in the best interests of the Class. I do not believe that Plaintiffs have any interests that
3 are adverse or antagonistic to the Class Members' interests.

4 28. Plaintiffs were crucial participants in the prosecution of this litigation. Plaintiffs
5 worked closely with my firm in all aspects of the litigation in this case. They provided crucial
6 information necessary for the prosecution and settlement of the class claims. This information
7 proved invaluable in our settlement discussions. Plaintiff also spent a significant amount of time
8 searching for and producing documents in the case and assisting in the review and interpreting
9 the voluminous documents produced by Defendant.

10 29. As part of the consideration for the Incentive Payments, Plaintiffs also agreed to
11 enter into a broader release of claims against Defendant as opposed to the narrowly drafted release
12 for the other Class Members.

13 30. Plaintiffs took on significant risks, including the potential that the lawsuit may
14 affect his ability to obtain future employment or their current employment with Defendant as well
15 as the risk of paying an award of costs to Defendant if they were not successful in litigating the
16 claims. There was also a significant risk that, if the litigation was not settled, Plaintiffs would be
17 unable to certify the action as a class action and maintain class certification through trial and
18 thereby not recover on behalf of any other employees.

19 31. Plaintiffs have carried out their duties as the Class Representative, and the Class
20 has benefited immensely from their services. The Incentive Payment is reasonable considering
21 the time and effort Plaintiffs have spent on this litigation over the past several years and the
22 excellent result obtained on behalf of the Class. Thus, I submit the Incentive Payment to Plaintiffs
23 is appropriate and justified as part of the overall Settlement and warrants final approval.

24 **THE ATTORNEYS' FEES AND LITIGATION COSTS CLASS COUNSEL SEEK**
25 **ARE REASONABLE, FAIR AND ADEQUATE**

26 32. Class Counsel seeks an award of attorneys' fees of \$1,295,000 and costs of
27 \$24,074. The fee is warranted and reasonable because of the substantial work and effort
28 incurred to achieve the Settlement on behalf of the Class, the litigation risks and complexities

1 of prosecuting these types of cases, the contingency nature of any fee, Class Counsel's skill
2 and experience in handling cases of this type, and fees commonly awarded in analogous wage
3 and hour lawsuits and settlements. Class Counsel's fees and costs request is further warranted
4 by the significant benefits achieved on behalf of the Class Members.

5 33. Although case law supports as high as a 50% fee award on common settlement
6 funds of less than \$10 million, Class Counsel requests an attorneys' fees award of \$1,295,000
7 which is 35% of the common fund Settlement.

8 34. Class Counsel's fees request is reasonable considering: (a) the work involved
9 in achieving an excellent result for the Class and bringing the action to an efficient resolution,
10 (b) the associated risks to my firm in taking a matter on a contingency basis, (c) the
11 substantial benefits conferred on the Class, and (d) the overwhelmingly positive response by
12 Class Members to the Settlement.

13 35. In my opinion, the requested fee award takes into account the excellent result
14 and the risks undertaken in bringing this case on a contingency basis, advancing all costs and
15 deferring payment for the time that Class Counsel has worked on this case, with no guarantee
16 that any of the fees and costs incurred would ever be recovered.

17 36. The individual settlement payments are in excess of the majority of wage and
18 hour class actions which are settled and approved. According to a report by NERA Economic
19 Consulting titled Trends in Wage and Hour Settlements: 2019 Update, a comprehensive study
20 analyzing 987 wage and hour settlements from January 2007 through December 2019 found
21 that the average settlement payment in 2019 was \$1,412, consistent with the 2015-2017
22 average of \$1,264. Here, the average Individual Settlement Payment is estimated to be
23 \$1,813.68 and the highest settlement payment is estimated to be \$3,807.68. Attached as
24 **Exhibit 1** is a true and correct copy of the NERA report.

25 37. One of the "Notable Settlements" referenced in the NERA Report from 2015
26 to 2019 was the *Wackenhut Corp.* settlement. Notably, our firm served as co-lead counsel in
27 *Wackenhut Corp.* case, securing one of the largest wage and hour class action settlements in
28

1 California history. This case involved several appeals including an appeal of the Court's
2 decertification order. The appellate record amassed an extensive appellate record comprising
3 a 23-volume joint appendix, a three-volume reporters transcript, five briefs, four letter briefs,
4 two motions for judicial notice, a motion to augment the record, and several additional letters
5 informing the appellate court of new legal authority issued after Dukes. The matter was
6 argued to and submitted by the Court of Appeal on September 15, 2016, and on November
7 21, 2016, the decertification order was reversed and the case was remanded for further
8 proceedings. (*Lubin v. The Wackenhut Corporation* ("Lubin"), 5 Cal. App. 5th 960 (2016)).
9 Wackenhut filed a petition for review of the Court of Appeal decision to the California
10 Supreme Court. The Supreme Court denied Wackenhut's petition for review of Lubin. The
11 Court of Appeal issued remittitur on April 10, 2017. Eventually through more litigation, the
12 parties were able to secure the \$130 million settlement that was approved on October 21,
13 2019 by Judge Highberger in the Los Angeles Superior Court.

14
15 38. Plaintiffs each signed a retainer agreement providing for an attorneys' fee
16 request up to 40% of any recovery achieved in this case. Plaintiffs were not able and are not
17 responsible for paying our fees, and Class Counsel would only collect attorneys' fees if we
18 were successful in prosecuting their claims. In addition, taking on this case meant that my
19 firm had to turn away other fee-generating work because the case required Class Counsel to
20 dedicate sufficient resources to the prosecution of this case.

21 39. My firm has spent approximately **740** hours of attorney and para-professional
22 time prosecuting this case resulting in a lodestar of **\$564,707.50**. This does not include
23 anticipated attorney time to take the case through the final approval process, attend final
24 approval and supplemental hearings, and manage post settlement matters.

25 40. The attorneys' skill and experience support their hourly rates ranging from
26 \$725 to \$1050, which are in line with the rates typically approved in wage and hour class
27 action litigation in California.
28

1 41. I am the founding Partner at James Hawkins, APLC and I have devoted
2 approximately 167.3 hours in prosecuting this case and the related cases on behalf of Plaintiff and
3 the Class. I graduated from the University of California, Los Angeles in 1993 and received my
4 law degree from Whittier Law School in 1997. I was also a full-time Judicial Extern for United
5 States District Judge Consuelo B. Marshall and the United States Attorney's Office. I have been
6 a member of the State Bar of California since 1997. From 1997 to 2007, I was a named partner at
7 Hawkins & Sofonio, a law firm based out of Irvine, California. At Hawkins & Sofonio, I
8 pioneered the employment department litigating plaintiff related employment issues such as
9 wrongful termination, age discrimination, disability, wage and hour, and sexual harassment
10 claims. Through the success and experience I obtained litigating employment related matters, I
11 commenced litigating wage and hour class actions in 2002. Since then, I have spent the vast
12 majority of my practice litigating Wage and Hour Class Actions. In 2007, I incorporated my wage
13 and hour class action practice as James Hawkins, APLC. Since its inception, this law firm has
14 been exclusively involved in class action and complex litigation. In 2009, I opened an additional
15 office in Miami, Florida, prosecuting wage and hour class actions. Since 2002, I have been lead
16 or co-lead counsel in hundreds of wage and hour class actions.

17
18 42. The following is a summary of my activities in litigating this matter and the related
19 actions: review client intakes; review documents provided by clients; conferences regarding
20 claims and causes of action; review and revise class action complaint and LWDA letter; review
21 and revise PAGA complaint; review Defendant's Notice of Removal and Supplement to Notice of
22 Removal; conferences regarding Motion for Remand; conference regarding Rule 26(f) report;
23 review correspondence regarding mediation and data points; review class data and sampling
24 documents produced by Defendant for mediation; strategy regarding mediation; conferences
25 regarding damages analysis; review and revise mediation brief; conferences with expert regarding
26 damages analysis; prepare for and attend mediation; conferences regarding settlement agreement
27 and notice documents; review motion for preliminary approval of settlement agreement; review
28 and revise declaration in support of motion for preliminary approval; review and revise motion

1 for final approval and award of attorneys' fees and costs. My hourly rate is \$1,050 per hour. The
2 number of hours I have expended for work performed and the corresponding attorney's fees of
3 \$175,665.00 are reasonable and necessary.

4 43. Christina Lucio Of Counsel to James Hawkins APLC and has devoted 283.1
5 hours in prosecuting this case on behalf of Plaintiffs and the Class. She graduated from the
6 University of California, Riverside in 2003 and received her law degree from the University of
7 Southern California, Gould School of Law (USC Law School) in 2007. Ms. Lucio has been a
8 member of the State Bar of California since 2007 and is a member of the Labor and Employment
9 Law section of the California Bar Association and American Bar Association. She was selected
10 as a "Rising Star" for 2015 by Super Lawyers Magazine. Her practice is focused primarily on
11 employment law including wrongful termination, discrimination, retaliation, wage and hour
12 violations (individual and class action), and sexual harassment claims. In recent years, a
13 substantial part of her practice has been focused on class actions, including wage and hour
14 litigation. The following is a summary of Ms. Lucio's activities in litigating this matter: review
15 client intakes; review documents provided by clients; telephone calls with clients regarding
16 claims and complaint; conferences regarding claims and causes of action; research regarding
17 Defendant and prior lawsuits; draft class action complaint and LWDA letter; draft PAGA
18 complaint; review Defendant's answer to complaint; review Defendant's Notice of Removal and
19 Supplement to Notice of Removal; conference and legal research regarding Motion for Remand;
20 review standing orders; review and calendar scheduling orders; prepare initial disclosures; review
21 Defendant's initial disclosures; draft Rule 26(f) report; draft status reports; review
22 correspondence regarding mediation and data points; review class data and sampling documents
23 produced by Defendant for mediation; strategy regarding mediation; conferences regarding
24 damages analysis; conference with expert regarding damages analysis; review and revise
25 mediation brief; prepare for and attend mediation; conferences regarding settlement agreement
26 and notice documents; review motion for preliminary approval of settlement agreement; monitor
27 weekly reports by Settlement Administrator; review and revise motion for final approval and
28

1 award of attorneys' fees and costs. Ms. Lucio's hourly rate is \$775 per hour. The number of hours
2 she has expended for work performed and the corresponding attorney's fees of \$219,402.50 are
3 reasonable and necessary.

4 44. Mitchell Murray is Of Counsel to James Hawkins APLC. Mr. Murray is a 2007
5 graduate of the University of California, San Diego and 2012 graduate of California Western
6 School of Law. He was admitted to the State Bar of California in 2012. He is a member of
7 the Consumers Attorneys of San Diego. He was selected as a "Rising Star" in 2019 by Super
8 Lawyers Magazine. Mr. Murray's legal experience has focused primarily on personal injury
9 and all areas employment law. Since 2016, he has focused his practice in the area of wage
10 and hour class action. Mr. Murray has dedicated 212.8 hours in prosecuting this action on
11 behalf of Plaintiff and the class by doing the following tasks: attend case management
12 conferences; review correspondence regarding mediation and data points; review class data and
13 sampling documents produced by Defendant for mediation; telephone calls with clients regarding
14 mediation; strategy regarding mediation; conferences regarding damages analysis; draft
15 mediation brief; prepare for and attend mediation; review and revise Memorandum of
16 Understanding; review and revise settlement agreement; telephone calls with clients regarding
17 settlement agreement; draft stipulation for remand of class action; review and revise stipulation
18 to continue post-mediation status conference; draft amended consolidated complaint; draft motion
19 for preliminary approval of settlement agreement; draft amended settlement agreement and
20 supplemental brief in support of motion for preliminary approval; monitor settlement
21 administration; draft motion for final approval and award of attorneys' fees and costs. Mr.
22 Murray's hourly rate is \$725 per hour. The number of hours expended by Mr. Murray for work
23 performed and the corresponding attorney's fees of \$154,280 are reasonable and necessary.

25 45. The amount of hours James Hawkins APLC has spent working on this
26 litigation was necessary and reasonable in pursuit of the Settlement.

27 46. Based on those hours, my firm has incurred the following attorney lodestar hours
28 of approximately **\$564,707.50** in attorneys' fees. he following table summarizes the hours and

fees now documented for the Court's review:

Attorney Name	Position – Years Admitted	Total Hours	Hourly Rate	Lodestar
James R. Hawkins	Partner - 26	167.3	\$1,050	\$175,665.00
Christina M. Lucio	Of Counsel - 16	283.1	\$775	\$219,402.50
Mitchell J. Murray	Of Counsel - 11	212.8	\$725	\$154,280
Para-Professional		76.8	\$200	\$15,360
Total		740		\$564,707.50

47. In support of Class Counsel's hourly rates, attached hereto as **Exhibit 2** is an excerpt of the 2021 Real Rate Report compiled by Wolters Kluwer that surveyed the hourly rates charged in 2021 by hundreds of attorneys in the Los Angeles County area (nearest Irvine, California). For example, the real market rates of Los Angeles County area attorneys who practiced "Litigation" are surveyed at page 17 of the report, which describes the 2021 rates charged by 342 Los Angeles County partners and 433 Los Angeles County associates. For that category, the Third Quartile Los Angeles County rates were \$1,042 per hour for partners and \$806 per hour for associates. Similarly, page 26 of the report describes the 2021 rates charged by 70 Los Angeles County associates with "Fewer Than 3 Years" of experience. For this category, the Third Quartile Los Angeles County rate was \$622 per hour for associates. Page 26 of the report also describes the 2021 rates charges by 128 Los Angeles County associates with "3 to Fewer Than 7 Years" of experience. For that category, the Third Quartile Los Angeles County rate was \$821 per hour for associates. Likewise, page 32 of the report describes the 2021 rates charged by 173 Los Angeles County partners with "Fewer Than 21 Years" of experience. For this category, the Third Quartile Los Angeles County rate was \$1,065 per hour for partners.

48. Finally, our requested hourly rates are in line with the Laffey Matrix, attached hereto as **Exhibit 3**.

1 49. Class Counsel respectfully requests the Court award its fees in accordance with
2 the percentage of the common fund approach, based upon a reasonable contingency fee on the
3 Settlement Amount. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal. 5th 480). The
4 total billable hours Class Counsel has invested and will continue to invest in prosecution of this
5 action, should they be approved by the Court, have been substantial. As detailed above, Class
6 Counsel has spent significant time over approximately the last several years prosecuting this case.
7 Plaintiffs and Class Counsel respectfully submit the fees provision of the Settlement is fair and
8 can be cross-checked for reasonableness under lodestar.

9 50. In addition to an award of attorneys' fees, James Hawkins APLC also seeks
10 reimbursement of \$24,074 in costs incurred in prosecuting this action, including fees associated
11 with mediation, filing fees, and service charges, which are normally billed to and paid by the
12 client. These costs have been necessary costs associated with the prosecution of this important
13 matter. Approximately \$926 will revert to the Net Settlement Fund for distribution to the
14 Settlement Class Members. I respectfully request that the Court grant the request for
15 reimbursement of these costs in accordance with the Settlement Agreement.

16 51. A true and correct copy itemization of James Hawkins APLC's litigation costs is
17 attached as **Exhibit 4** hereto.

18 52. Class Counsel has borne the entire risk and cost of this litigation on a pure
19 contingency basis. The issues and arguments Class Counsel has encountered and overcome in
20 arriving at the parties' negotiated settlement terms were also many and complex and required
21 skillful advocacy that can arise only out of experience, professional perspective, and success.
22 Such claims are complex, evidence intensive, and nuanced, and can be very challenging to certify.
23 The Settlement was only possible because Class Counsel was able to convince Defendant that
24 Plaintiffs could prevail on their motion for class certification and other disputed legal issues
25 regarding liability as well as prove damages at trial.

26 53. To date, Class Counsel has not received any compensation and expended litigation
27 costs on behalf of the Class. Class action contingency cases are inherently risky. Upon retention,
28

1 counsel makes a commitment to litigate the case through trial. These types of cases can take
2 years, hundreds of hours of work and enormous amount of money. The risks involved coupled
3 with the contingency basis of the case further support Class Counsel's request for attorneys' fees
4 and costs.

5 54. In sum, despite the complexity of the case, Class Counsel has, through the
6 investment of substantial effort and the resources of my law firm, been able to secure an
7 outstanding settlement on behalf of the Class. Plaintiffs would have faced substantial legal and
8 factual obstacles in demonstrating that class certification was appropriate. Plaintiffs would also
9 have been required to establish a significant amount of witness testimony, pattern and practice
10 evidence, statistical evidence, sampling evidence, expert testimony, and other evidence in order
11 to present their case both at the class certification stage and trial. Defendant has vigorously
12 contested liability, the amount of claimed damages, and the propriety of class certification, and
13 would have continued to do so through trial. Class Counsel's prior experiences,
14 allowed us to competently evaluate the claims, settlement versus trial on a fully informed basis,
15 and the viability of Defendant's defenses. As such, we respectfully submit the Court should grant
16 the motion for Attorneys' Fees, Costs and Incentive Payments as requested.

17 I declare under penalty of perjury that the foregoing is true and correct. Executed on June
18 18, 2024 at Irvine, California.

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21 James R. Hawkins
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Exhibit 1

4 June 2020

Trends in Wage and Hour Settlements: 2019 Update

By **Dr. Stephanie Planchich**
and **Janeen McIntosh**¹

This update adds five years of data to the civil wage and hour settlement study we released in July 2015, extending our database through December 2019. The underlying allegations include misclassification of employees, failure to provide meals and/or breaks, working off-the-clock, tip pooling, and/or time spent donning and doffing protective equipment. Cases alleging one or more of these violations may be brought under state law or the federal Fair Labor Standards Act (FLSA) by current and/or former employees who seek compensation for unpaid hours. For this year's update, we track trends in wage and hour settlements over the past 10 years, looking across industries, types of allegations, and states.

Highlights:

- Our database now contains 987 wage and hour settlements over the decade ending in December 2019, averaging 99 settlements per year. The aggregate amount paid for these cases was \$5.3 billion, including \$667 million in 2015, \$913 million in 2016, \$517 million in 2017, \$347 million in 2018, and \$741 million in 2019.²
- A jump in the average settlement value per case occurred in 2019, with cases settling for an average of \$8.2 million. This increase followed a dip in 2018 when the average settlement value was \$5.0 million. At the same time, 2019 saw an increase in the number of cases settled. We identified 92 settlements in 2019, a 26% increase from the 73 cases settled in 2018.
- For a subset of cases in our data, we observe the number of plaintiffs and the number of years in the class period. Within this subset, the average settlement value per plaintiff per class year spiked to \$3,339 in 2018 but fell back to \$1,412 in 2019, a value that is consistent with the 2015–2017 average of \$1,264.³

- Overtime violations remain the most common allegation in our settlement data, consistently accounting for about 40% of settled cases across the entire 2010–2019 period. On the other hand, the proportion of settled cases, including allegations of minimum wage and off-the-clock work violations, has not been as stable, varying from year to year. An increase in the proportion of settlements involving minimum wage allegations occurred in the last five years, with a corresponding relative decrease in settlements with off-the-clock allegations.
- Over the past decade, the Retail Industry has consistently had high annual aggregate settlement dollars and high average settlement values per case. In 2015 and 2016, however, several large settlements in the Transportation/Shipping Industry resulted in this industry having the largest proportion of total settlement dollars over the last decade.

Number of Settlements: Trends in Settlement Value

- The number of wage and hour cases settled spiked in 2016, with over 150 cases, nearly double the number of cases settled in the lowest year in our database, 2013. Since then, the number of cases settling each year has returned to pre-2016 levels, with 102 cases settled in 2017, 73 cases settled in 2018, and 92 cases settled in 2019.
- In 2019, the average settlement value for a wage and hour case increased to \$8.2 million, a 64% increase from the 2018 average and a 51% increase from the 2017 average. Over the last three years, the average settlement value was \$6.3 million, higher than the decade average of \$5.8 million.
- The median settlement value has continued to show year-to-year variation. Over the last three years, the median settlement value has ranged from a low of \$2.5 million in 2018 to a high of \$3.0 million in 2019. These median settlement values are more than double the median values observed earlier in the decade.
- In recent years, there has been a downward trend in the proportion of cases settling for under \$2.5 million. In 2016, approximately 60% of cases settled for less than \$2.5 million, compared to 44% in 2019.

Figure 1. **Nearly 1,000 Wage and Hour Cases Settled Over the Last 10 Years**
January 2010–December 2019

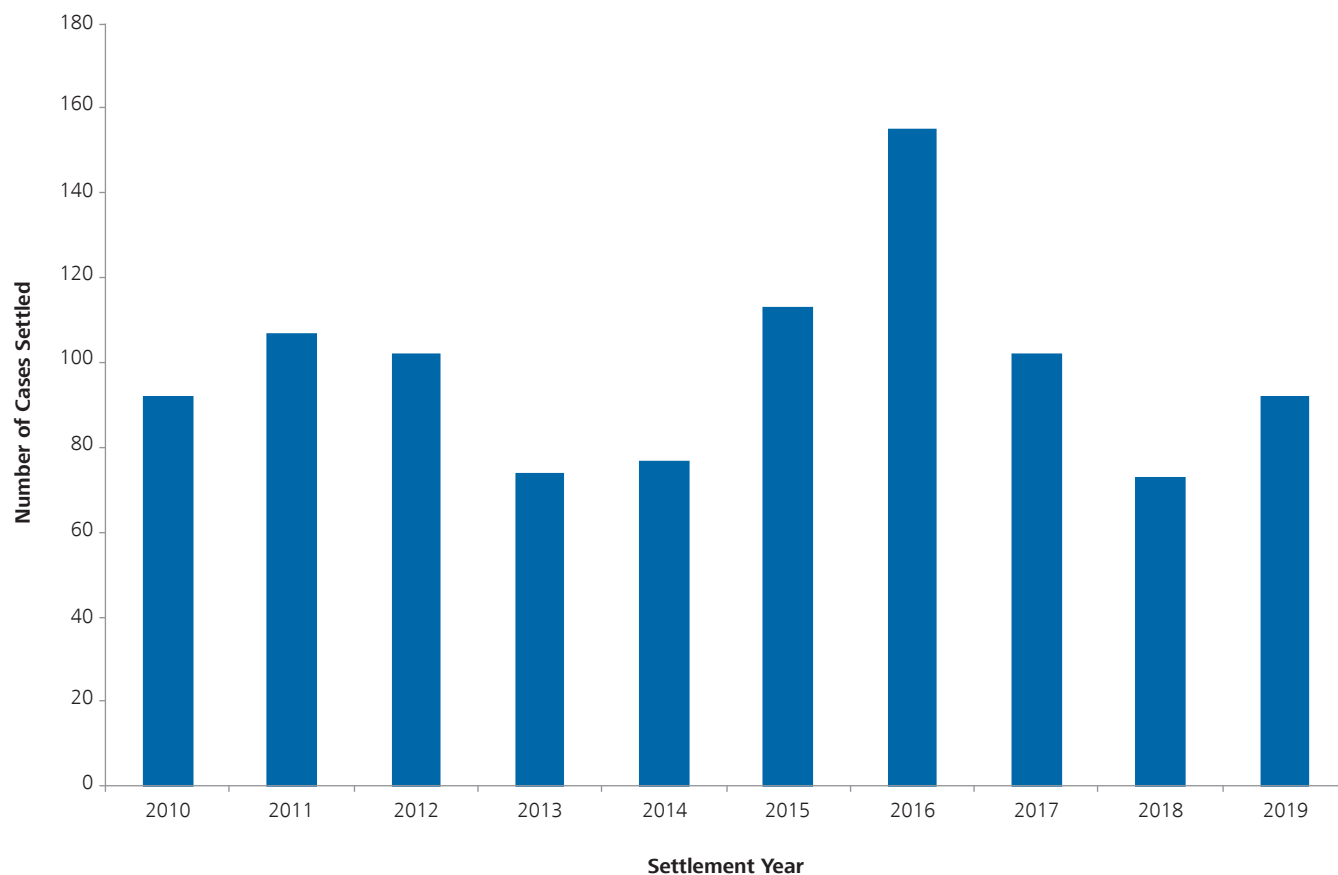


Figure 2. **The Average Settlement Jumped to More than \$8 Million in 2019, Up from \$5.0 Million in 2018**
January 2010–December 2019

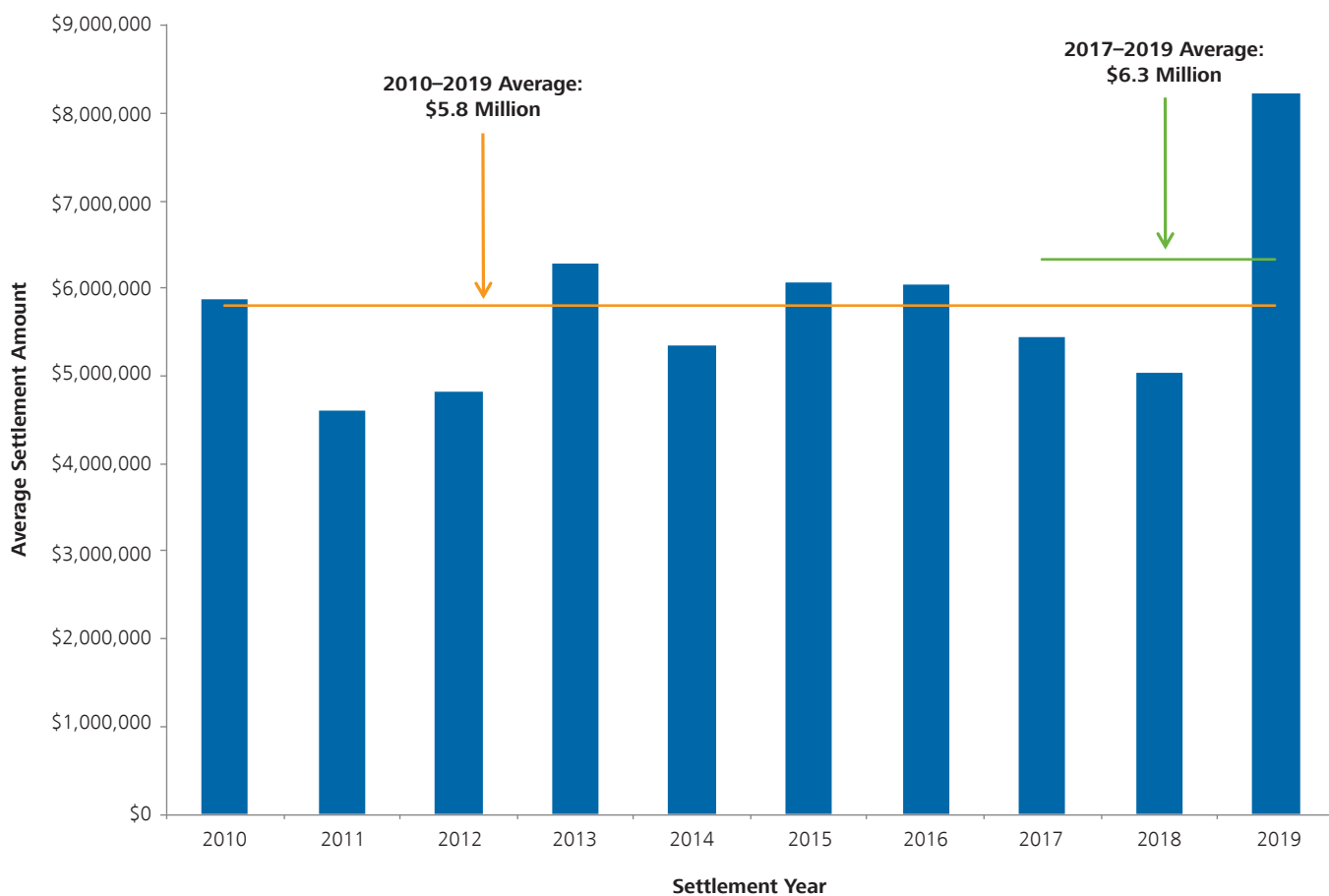


Figure 3. **Median Settlement Approached \$3 Million in 2017–2019**
January 2010–December 2019

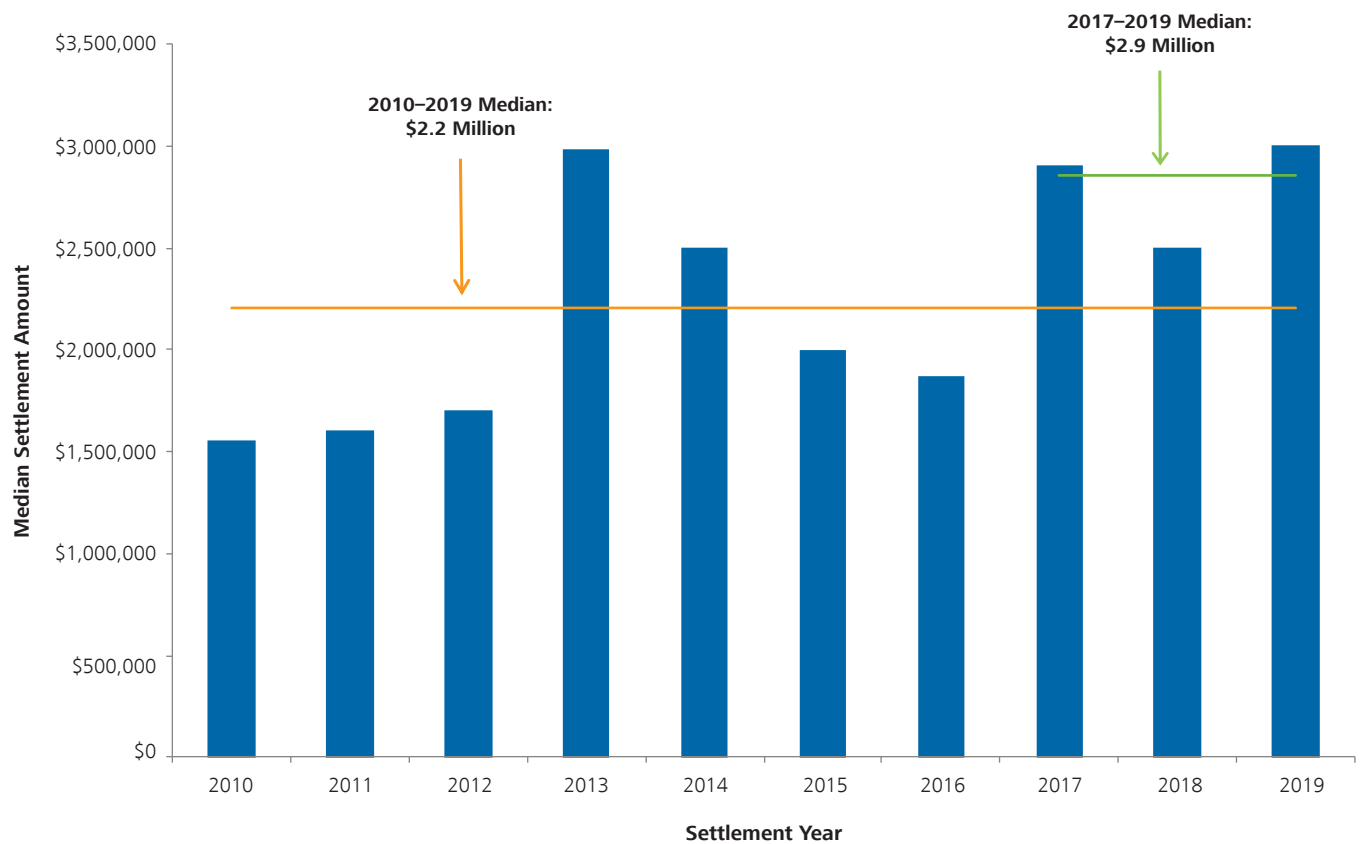
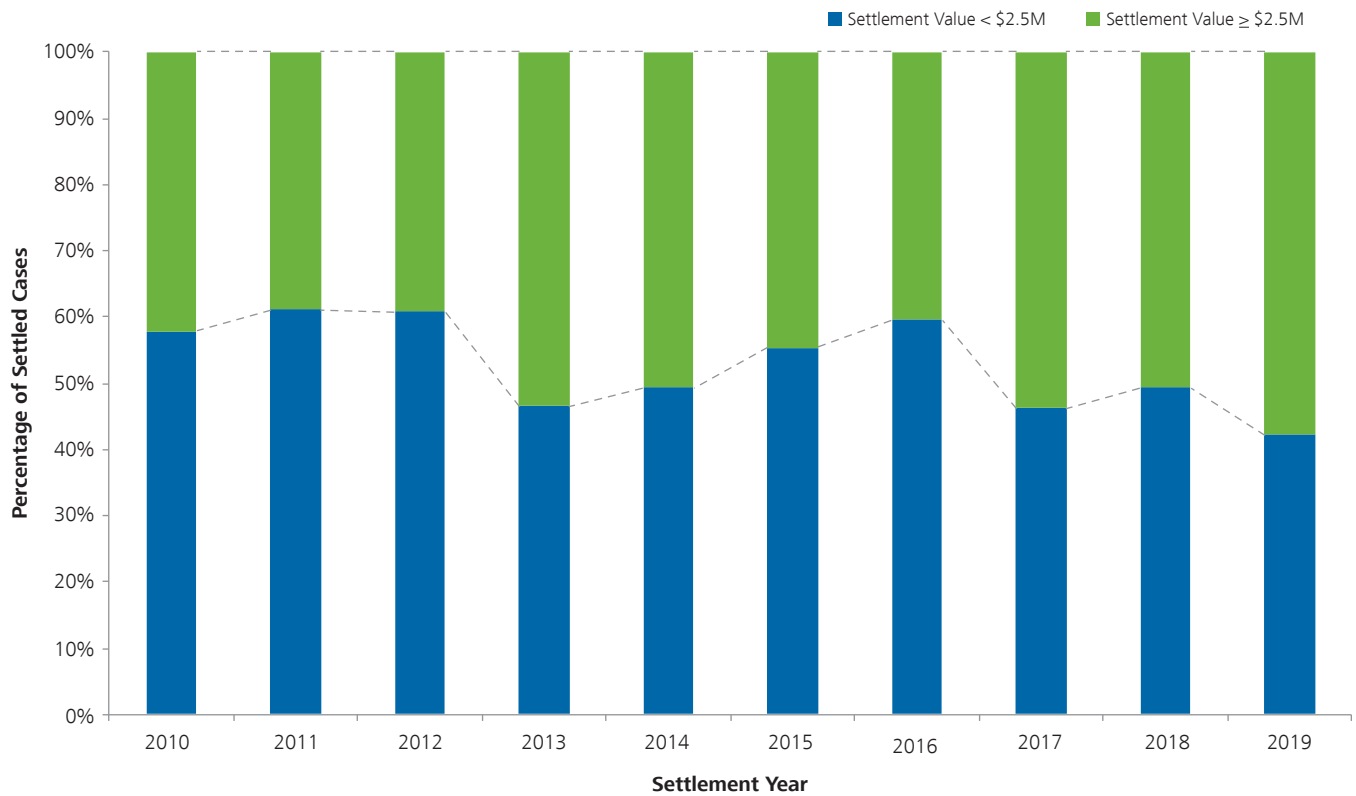


Figure 4. **The Proportion of Settlements Less than \$2.5 Million Has Declined in Recent Years**
January 2010–December 2019



Data and Methodology

For this update, our database includes 987 settlements for wage and hour cases, obtained from articles published in *Law360* between 1 January 2010 and 31 December 2019, as well as a review of the Seyfarth Shaw annual litigation reports for 2010 through 2019. When the information available from these sources for particular cases was incomplete, additional case-specific details were obtained from Factiva. In addition to settlement value, the data extracted includes case-specific information such as industry, allegations, number of plaintiffs, length of class period, and jurisdiction, when available. While this data collection methodology yielded a substantial number of wage and hour settlements, particularly those with large settlement amounts and/or large classes, it is not necessarily comprehensive.

Average Wage and Hour Settlements: Trends per Plaintiff and per Class Period Year

- For 75% of the 987 settled cases in our database, we were able to obtain the settlement value and number of plaintiffs. Some cases were for single plaintiffs and, for others, the class size was as large as 3.2 million plaintiffs. The average settlement per plaintiff ranged from less than \$5.00 to over \$1 million. Although settlements with more plaintiffs tended to have higher total settlement values, these cases typically had lower settlement values per plaintiff.
 - The proportion of settlements with a large class size, defined as 10,000 or more plaintiffs, has continued to be low, representing 9.1% of the 2019 settlements. This is a modest increase from the decade low of 5% for cases settled in 2012 but below the high of 16% of cases with a large class size in 2014.
- Though the annual average settlement value per case was relatively steady between 2010 and 2018, the annual average settlement per plaintiff nearly tripled between 2014 and 2018, from \$4,501 to \$13,332. In 2019, in contrast, the average settlement value per case increased but was accompanied by a decrease in the average settlement value per plaintiff.
- The median settlement per plaintiff was \$2,500 in 2015 and \$2,651 in 2016, slightly lower than the 2017 median of \$3,093. In 2018, the median fell to \$1,829, but then increased in 2019 to \$3,546.
- Among cases settled over the last 10 years, 85% had class periods of seven years or fewer. Both the median and average class period length in our data was five years.
- We were able to identify the number of plaintiffs, the settlement amount, and the number of years covered by the class period for approximately 44% of our settlements from 2010–2019.
- Much like cases with relatively more plaintiffs, cases with longer class periods tend to have larger total settlements but also lower settlements per plaintiff per class year. In fact, the average settlement per plaintiff per class year for cases with class periods of five years and under is \$1,688, which is more than double the average settlement per plaintiff per class year for cases with class periods of more than five years, \$787.
- After falling to a record low of approximately \$650 in 2014, the average settlement value per plaintiff per class year remained above \$1,000 through 2019 and spiked to more than \$3,000 in 2018. However, this average did not persist in 2019 as the average settlement value per plaintiff per class year decreased and was in line with the pre-2018 levels.

Figure 5. **Cases with Fewer than 5,000 Plaintiffs Accounted for More than Two-Thirds of Settlements**
January 2010–December 2019

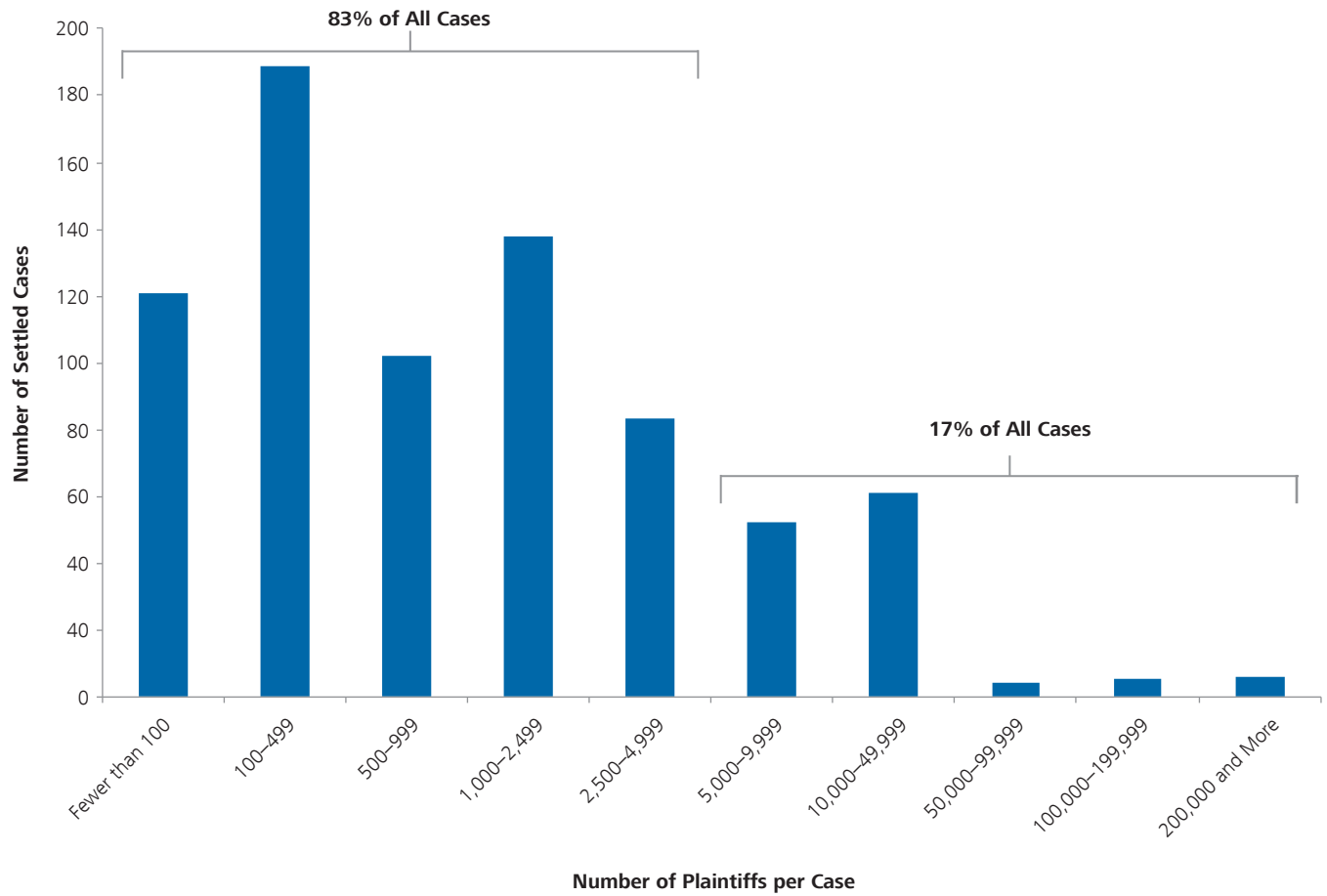


Figure 6. **On Average, 9% of Settlements Were for Cases with 10,000 or More Plaintiffs**
January 2010–December 2019

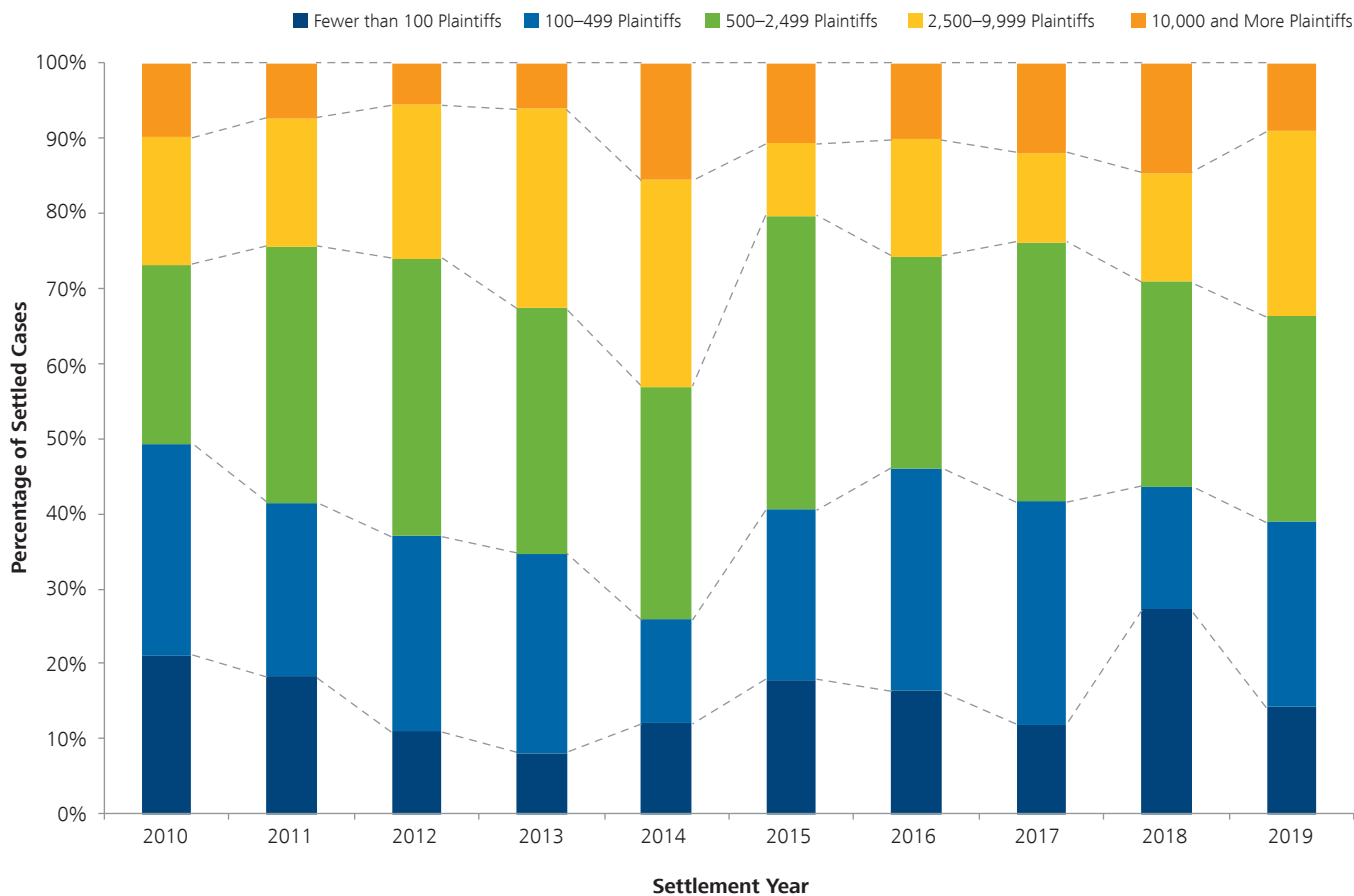


Figure 7. **The Average Settlement Value per Plaintiff Hit a High of \$13,332 in 2018**
January 2010–December 2019

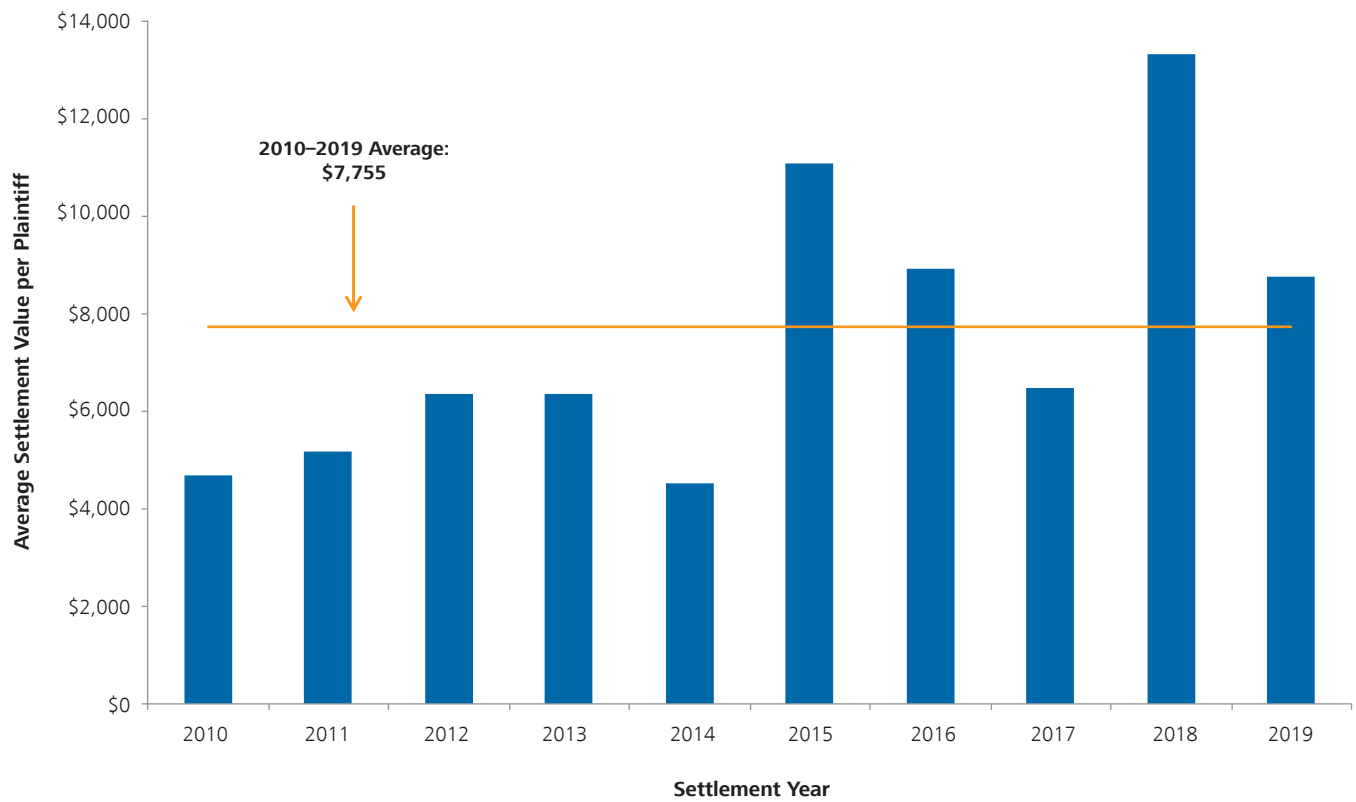


Figure 8. **36% of Cases Had an Average Settlement Value per Plaintiff Between \$1,000 and \$4,999**
January 2010–December 2019

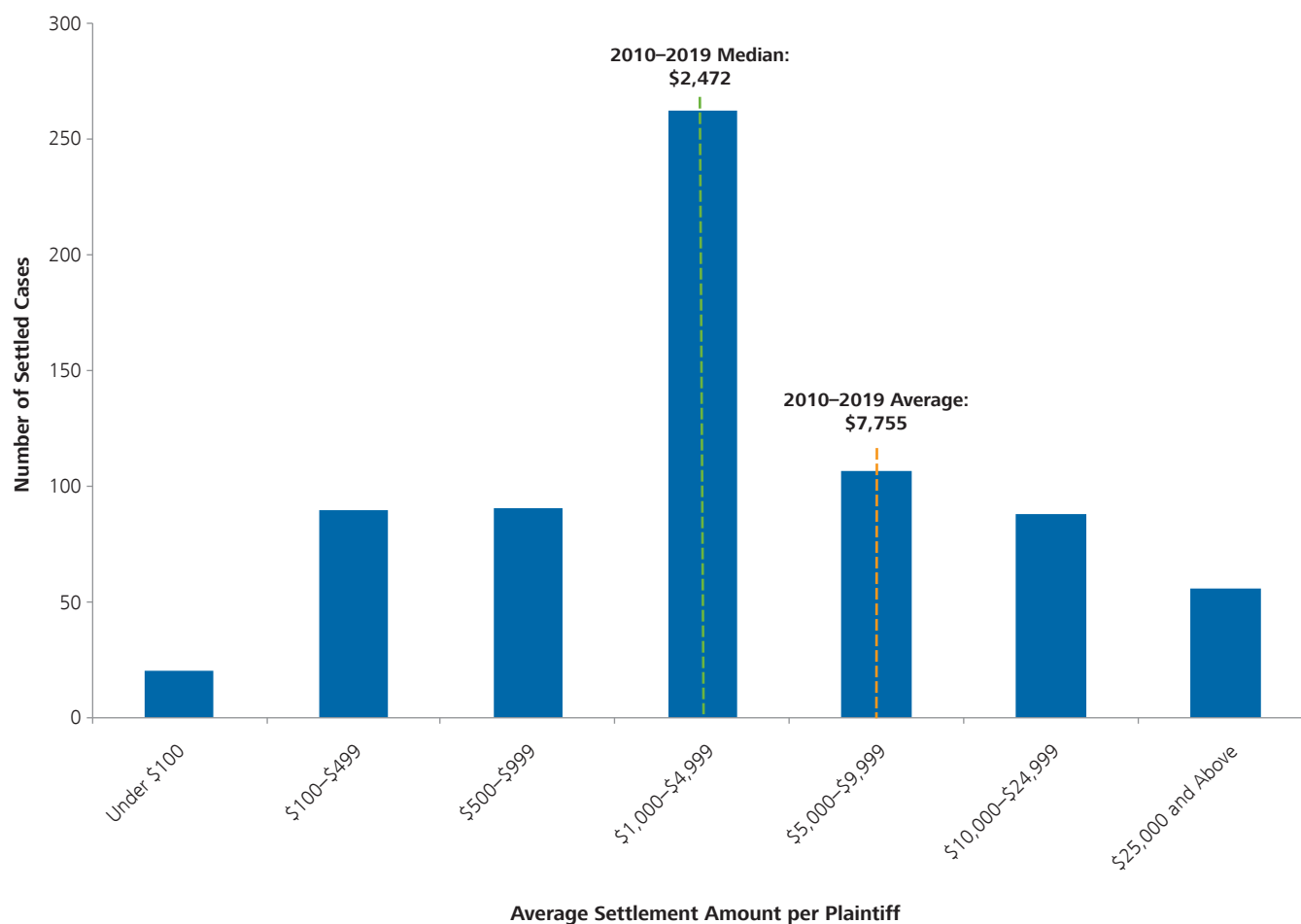


Figure 9. **Only 15% of Settled Cases Had a Class Period Longer than Seven Years**
January 2010–December 2019

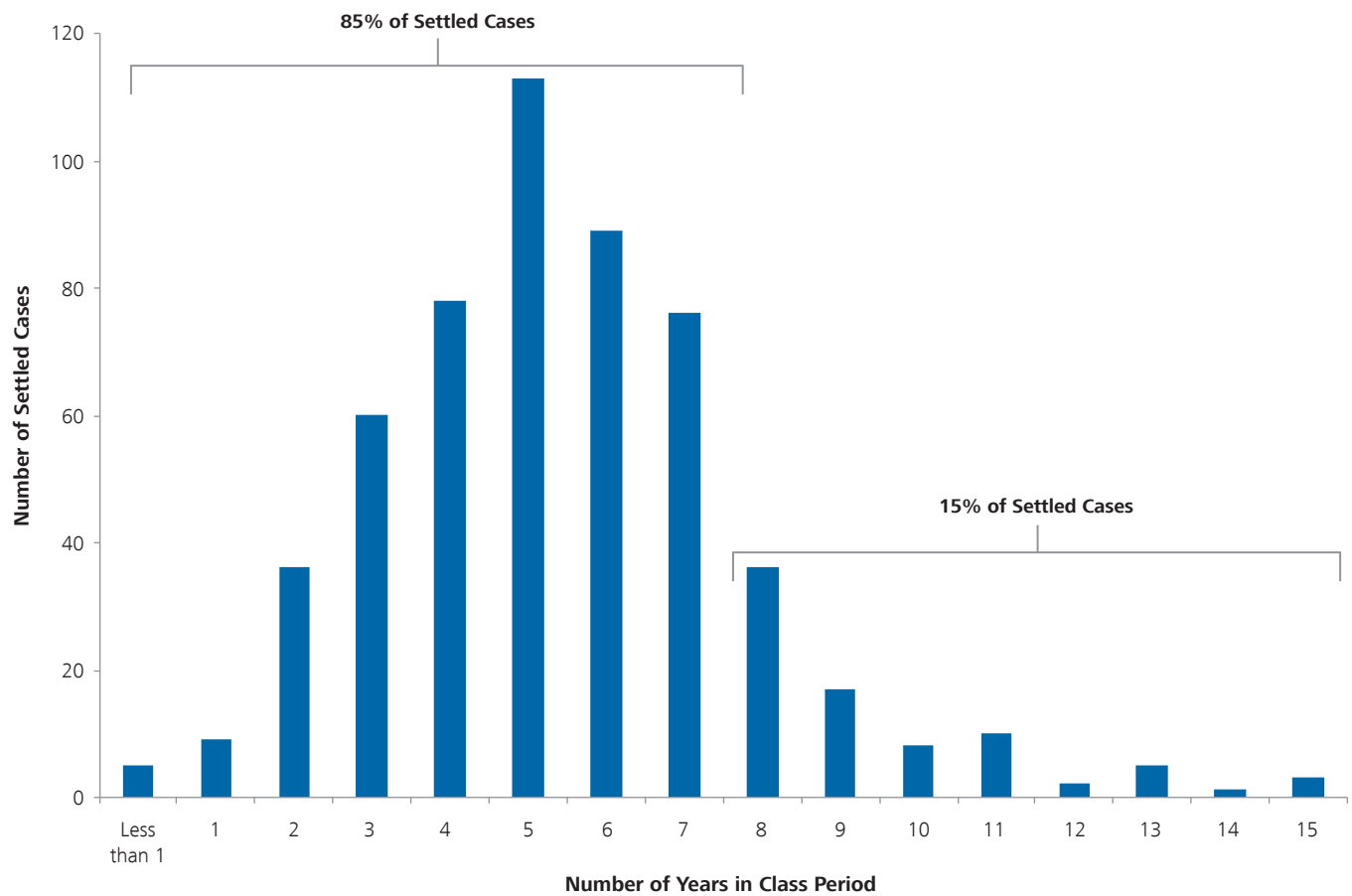


Figure 10. **The Average Settlement Value per Plaintiff per Class Year Increased in 2018 but Returned to Prior Levels in 2019**
January 2010–December 2019

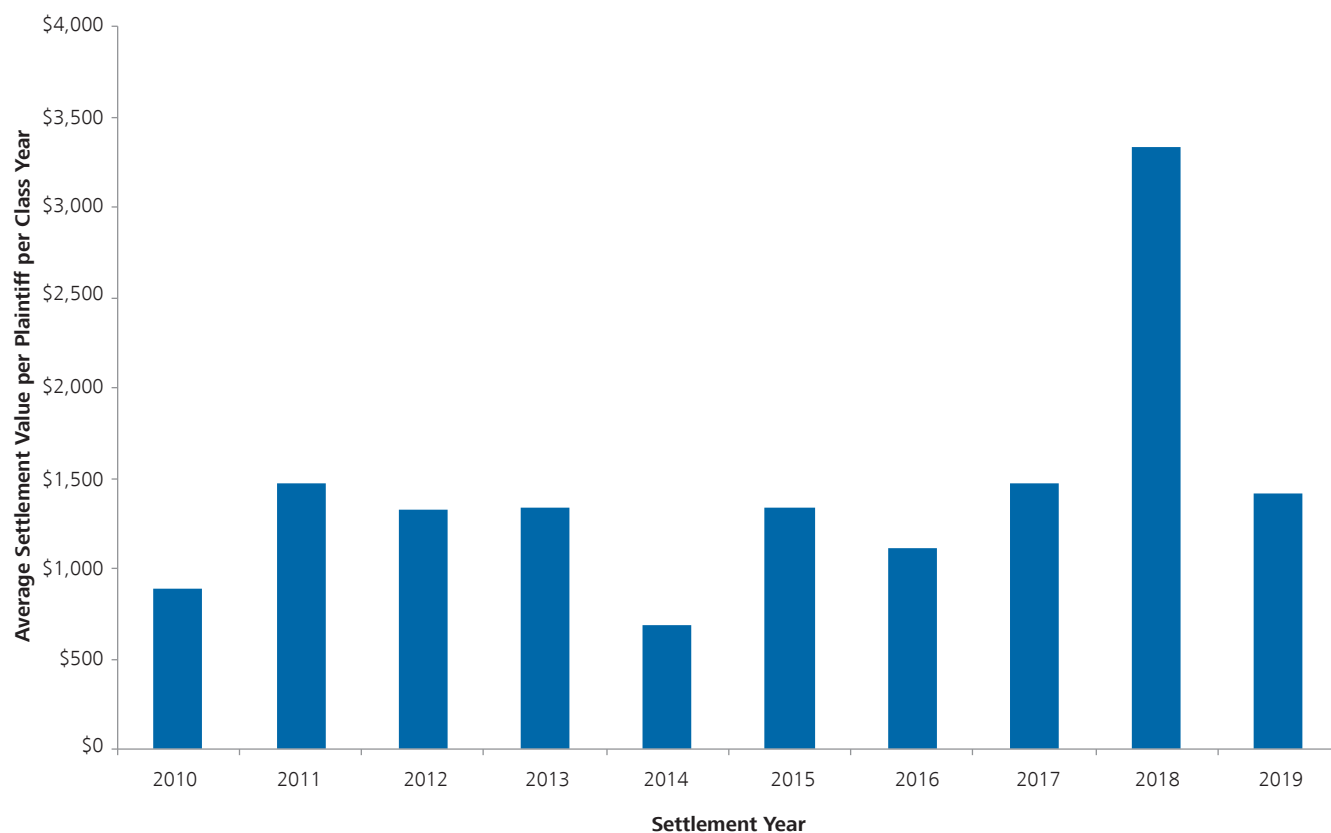
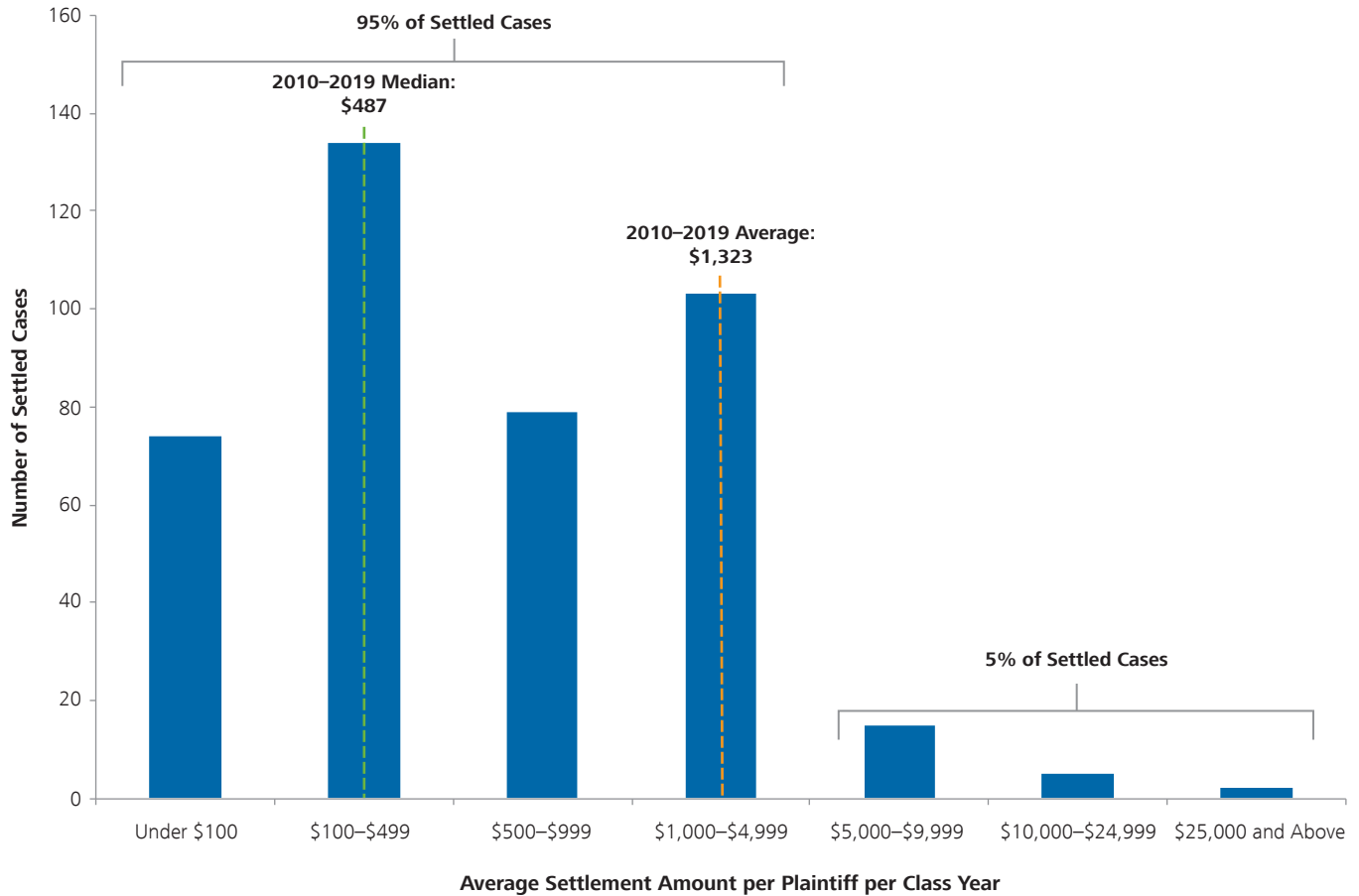


Figure 11. **Only 5% of Cases Settled for More than \$5,000 per Plaintiff per Class Year**
January 2010–December 2019

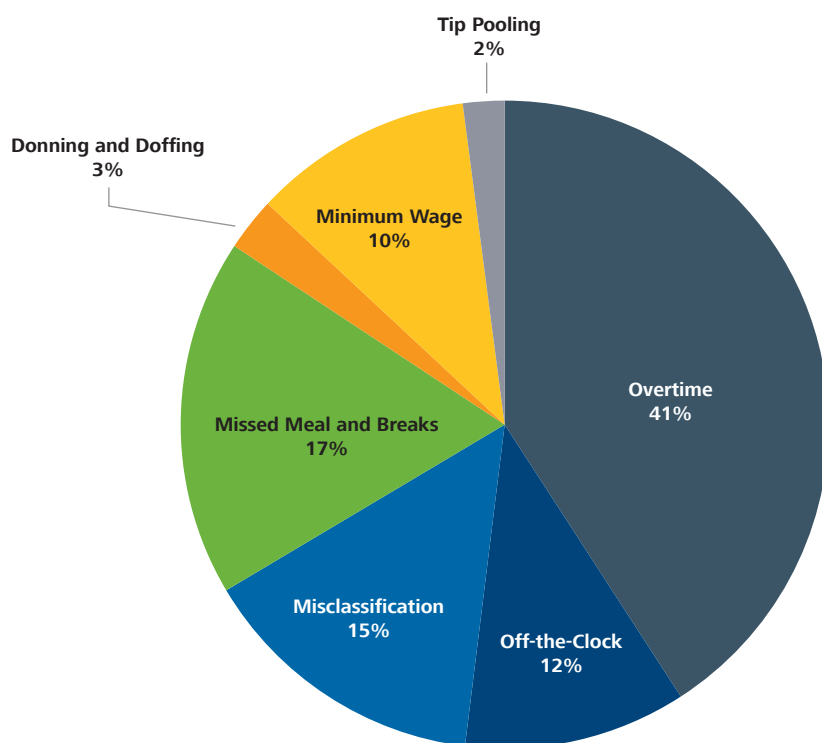


Case Characteristics

- We identified all the allegations made in the cases in our settlement database and classified these allegations in the following categories:⁴
 - Overtime
 - Off-the-clock
 - Minimum wage violation
 - Donning and doffing
 - Missed meals and breaks
 - Misclassification
 - Tip pooling
- Overtime allegations dominated cases settled between 2015 and 2019, a pattern that is consistent with prior years. Compared to the first half of the past decade, the second half had an increase in the proportion of cases with minimum wage allegations and a decrease in the proportion with off-the-clock allegations.

- Many of the settlements in our database are for cases with multiple allegations. For example, plaintiffs frequently claim that alleged misclassification caused them to have overtime violations. Forty percent of cases over the last 10 years are tied to only one allegation, and over half of those allege unpaid overtime, the most common allegation. In fact, between 2010 and 2019, 41% of all cases alleged failure to pay overtime. The second most common allegation, alleged missed meals and breaks, is associated with only 18% of cases.
- We classified cases by industry and found that most wage and hour settlements over the past decade were in the Food & Food Services Industry, followed by Retail and Financial Services/Insurance Industries. Over the past five years, the most common industries for settling defendants were Food & Food Services and Retail, followed by Transportation/Shipping and Telecommunications/Utilities.
- Historically, the three industries with the highest total settlement dollars were Retail, Financial Services/Insurance, and Food & Food Services. From 2010–2014, these three industries accounted for 51% of total settlement dollars. However, due to a handful of high settlements in the Transportation/Shipping Industry in 2015 and 2016, these historically dominant industries have only accounted for 37% of total settlement dollars over the 2015–2019 period.
- From 2010 through 2014, the highest average settlement dollars were associated with cases in the Retail and Technology Industries. In contrast, over the past five years, the average settlements for cases in those two industries have been relatively low, and average settlement dollars in the Transportation/Shipping, Health Care/Health Care Services, and Financial Services/Insurance Industries have all increased to levels higher than the Retail Industry.
- In 2017 and 2019, there were upticks in the total settlement dollars paid to resolve wage and hour cases in the Business Services Industry. The increased spending in this industry was the result of two large settlements—one for \$110 million in 2017 and one for \$130 million in 2019.
- The majority of settlement dollars have been associated with cases in California. In 2017, 71% of all settlement dollars were for California cases. Over the 2010–2019 period, California accounted for 52% of total spending for cases with a known state, followed by New York, with 15% of total spending.

Figure 12. **41% of Allegations Related to Overtime Violations**
January 2010–December 2019



Note: Some cases in our database have more than one type of allegation. This chart summarizes all allegations for each case such that the total number of allegations exceeds the number of cases.

Figure 13. **The Proportion of Allegations Represented by Minimum Wage Allegations Has Increased**
January 2010–December 2019

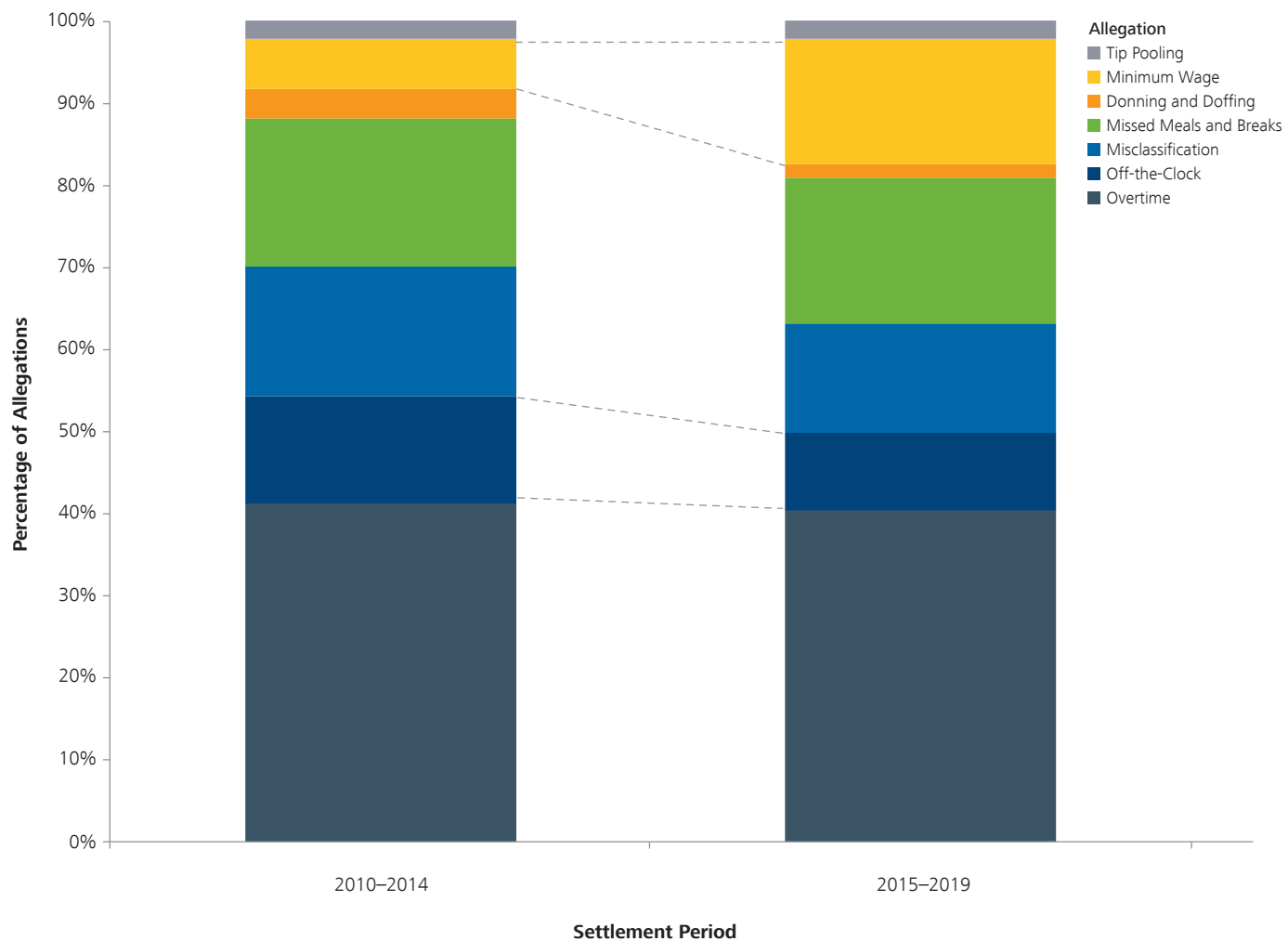


Figure 14. **The Proportion of Cases Involving Only One Type of Allegation Has Increased**
January 2010–December 2019

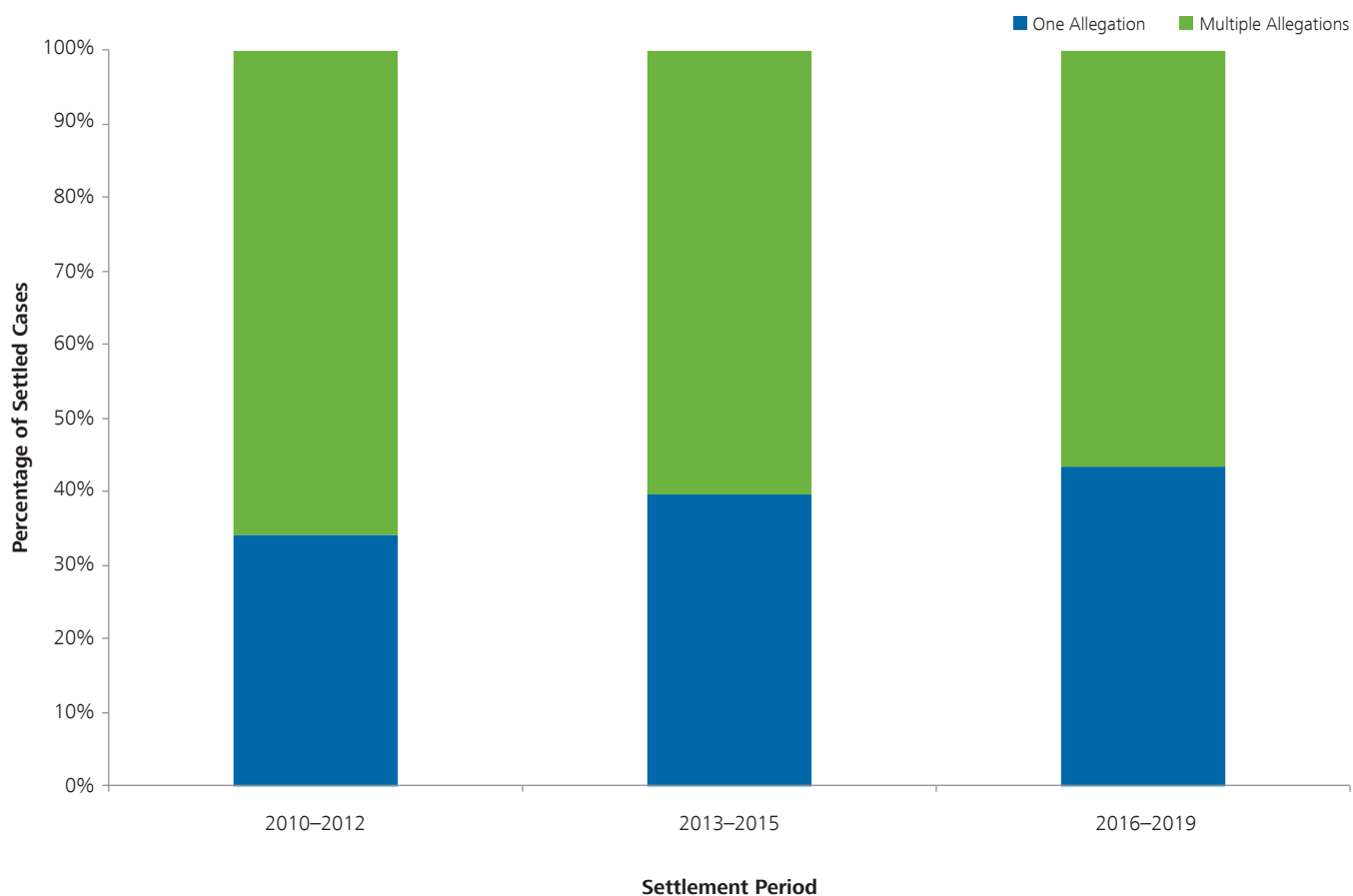


Figure 15. **The Food & Food Services, Retail, and Financial Services/Insurance Industries Had the Most Settled Cases**
January 2010–December 2019

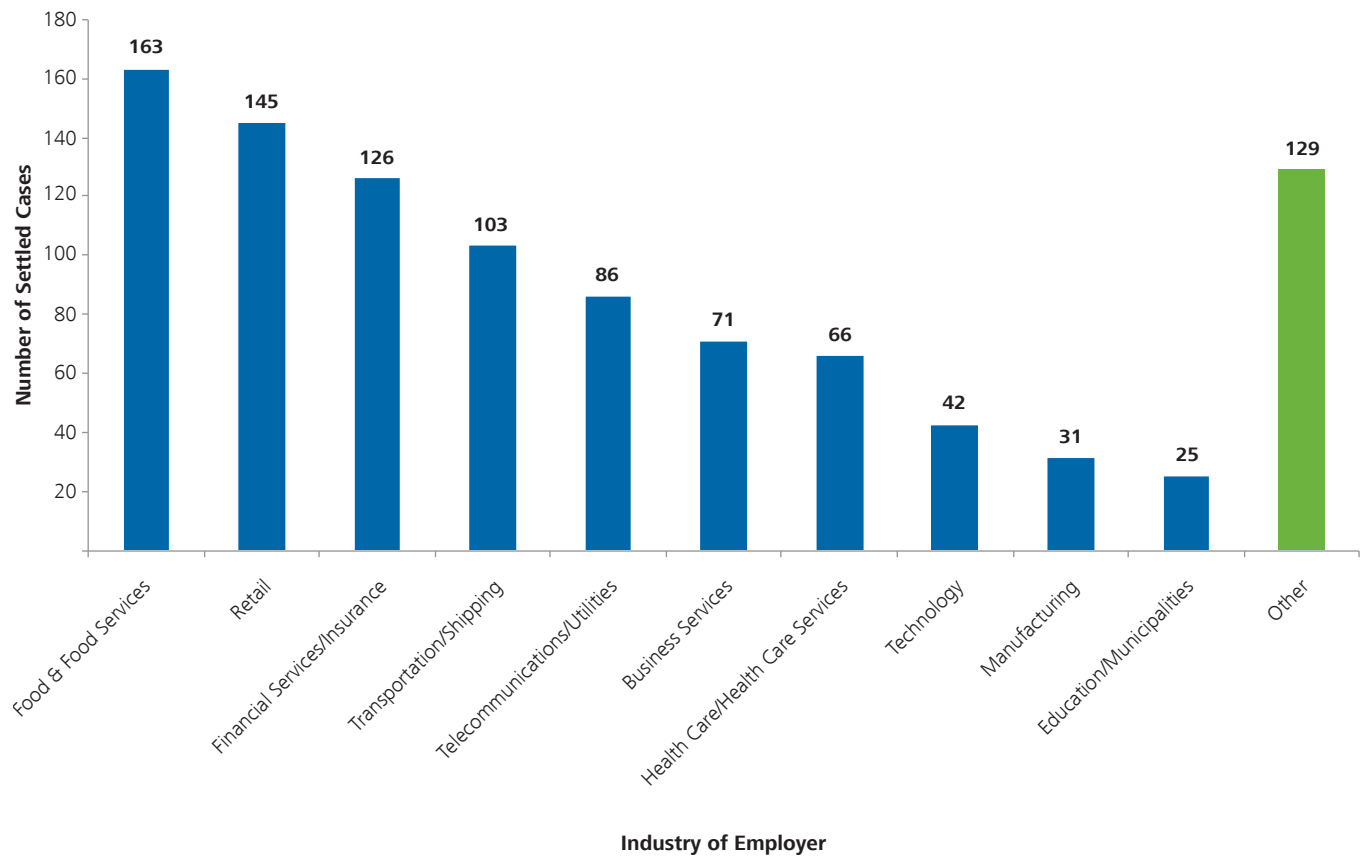


Figure 16. **The Percentage of Total Settlement Dollars Paid to Employees in the Top Three Industries by Number of Settlements Has Declined**
January 2010–December 2019

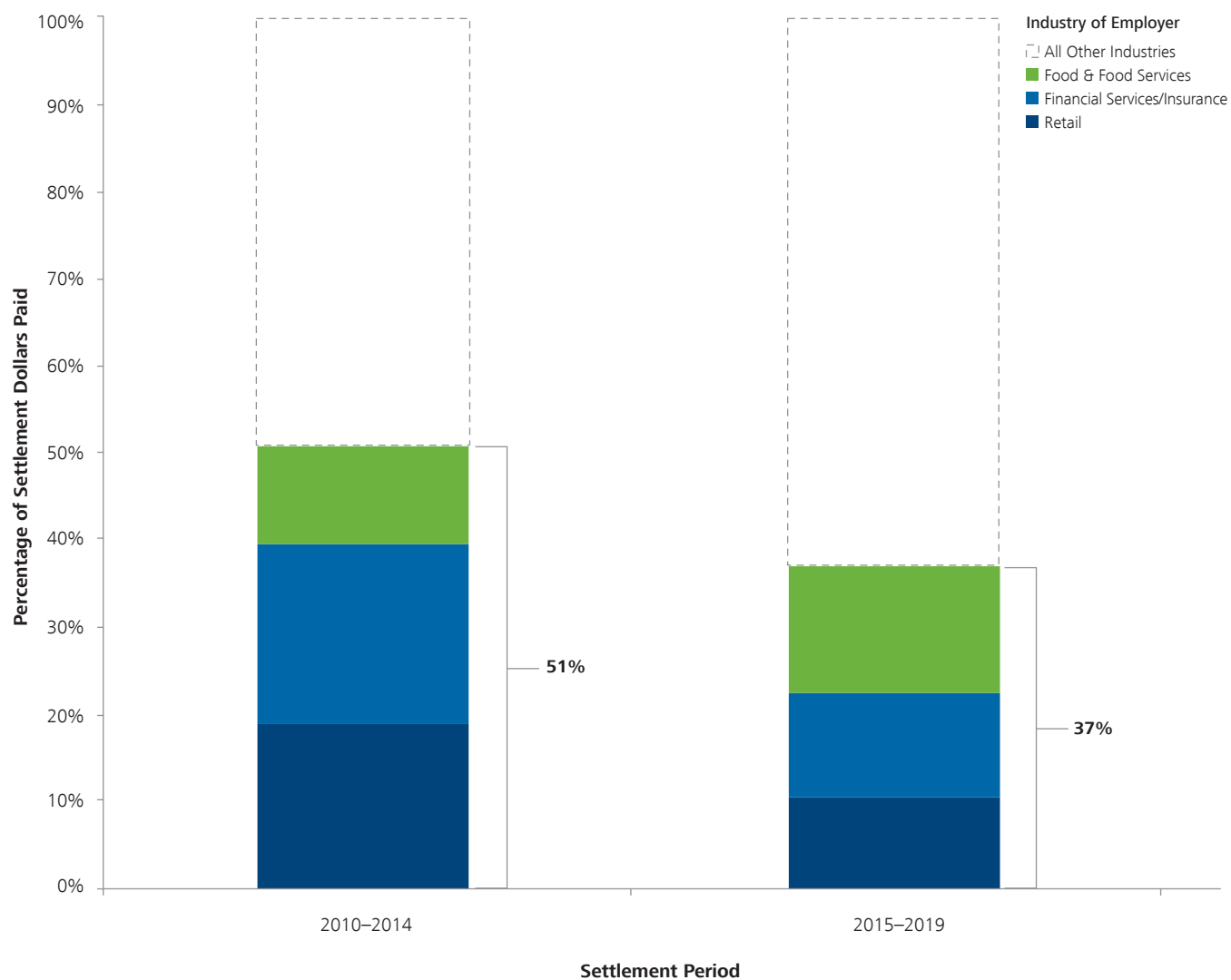


Figure 17. **37% of Total Settlement Dollars Were Paid to Employees in the Transportation/Shipping Industry in 2015 and 2016**
January 2010–December 2019

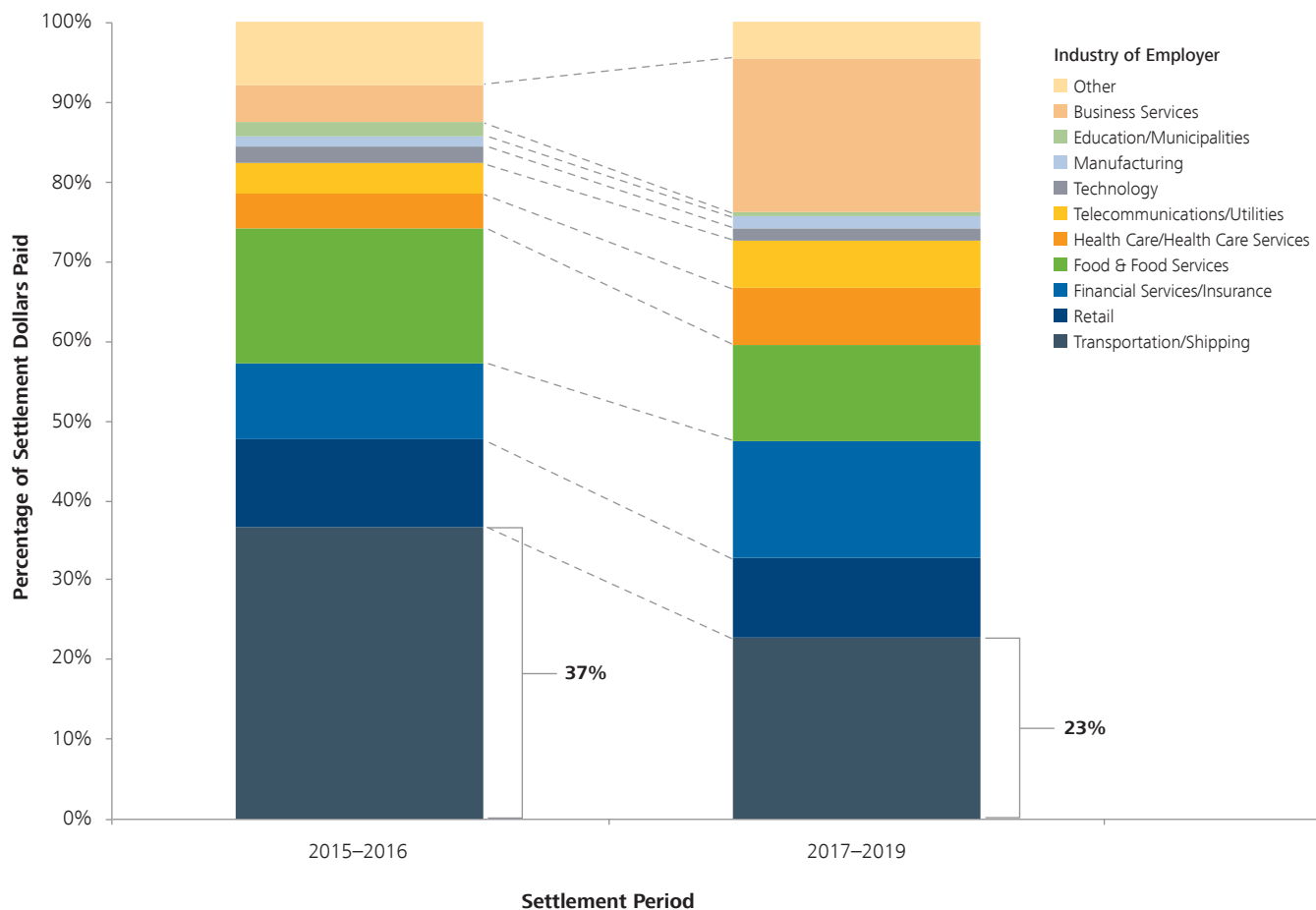


Figure 18. **Total Settlement Dollars Paid to Employees in the Business Services Industry Sharply Increased in 2017 and 2019, Driven by Two Large Settlements**
January 2010–December 2019

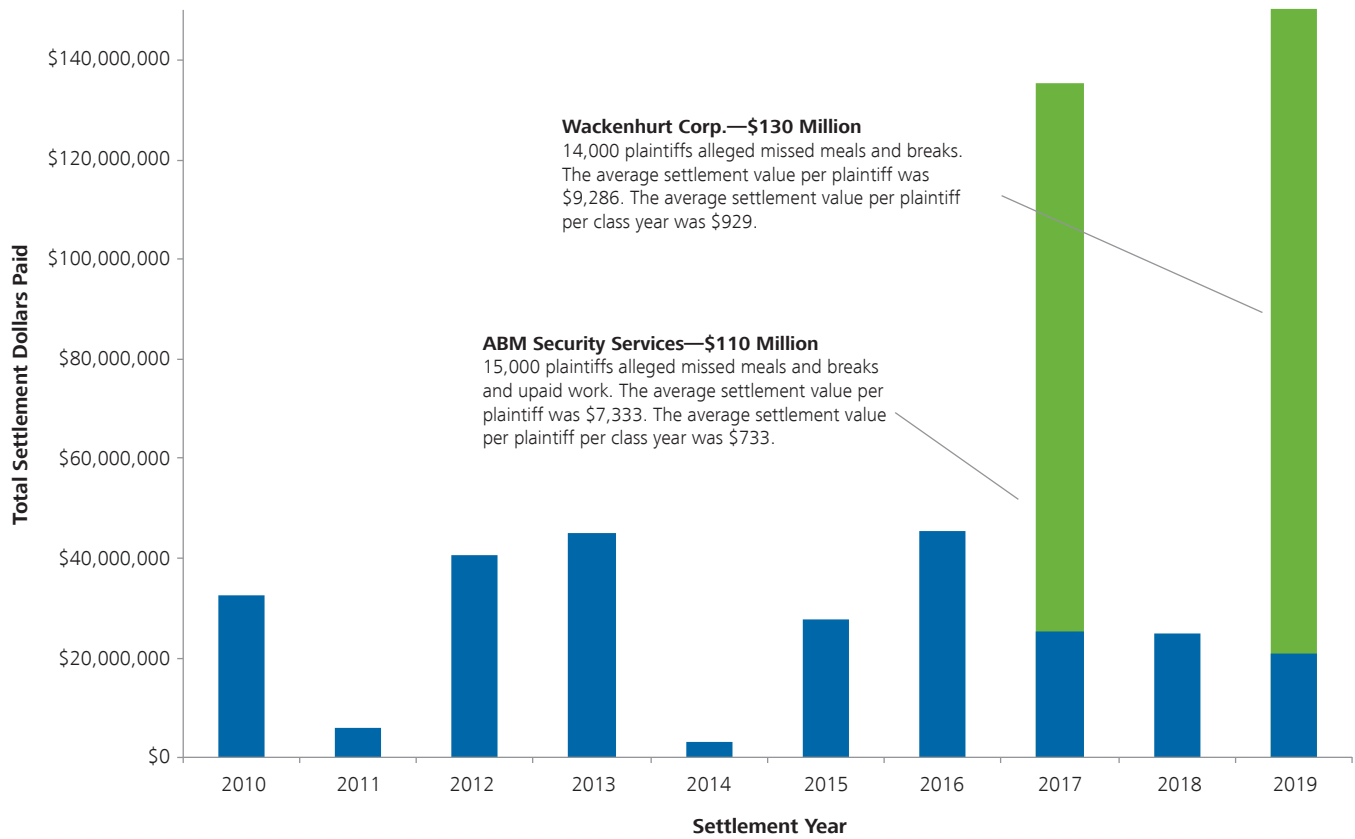


Figure 19. **The Manufacturing Industry Had the Highest Proportion of Settlements Greater than or Equal to \$2,500 per Plaintiff**
January 2010–December 2019

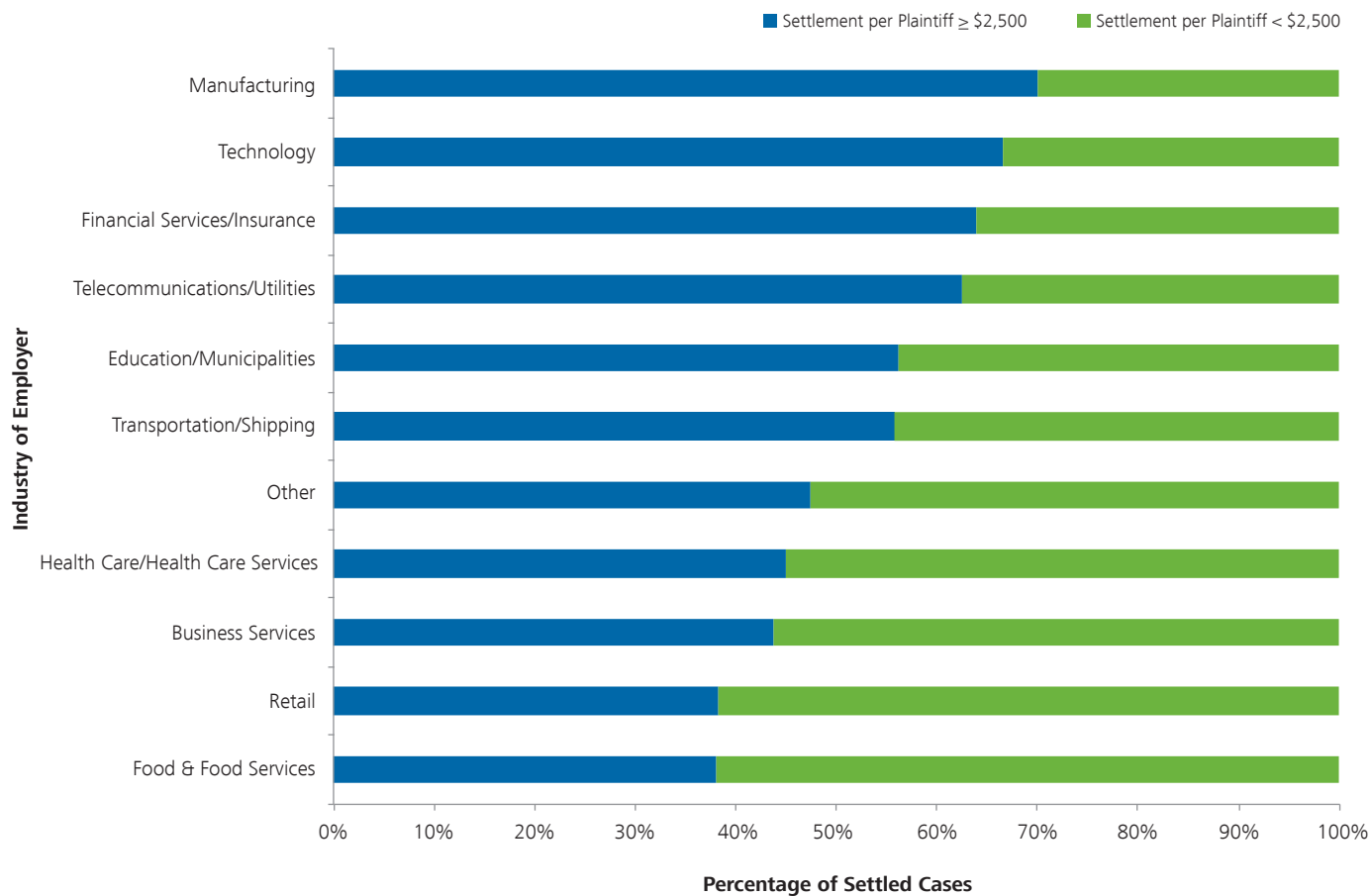
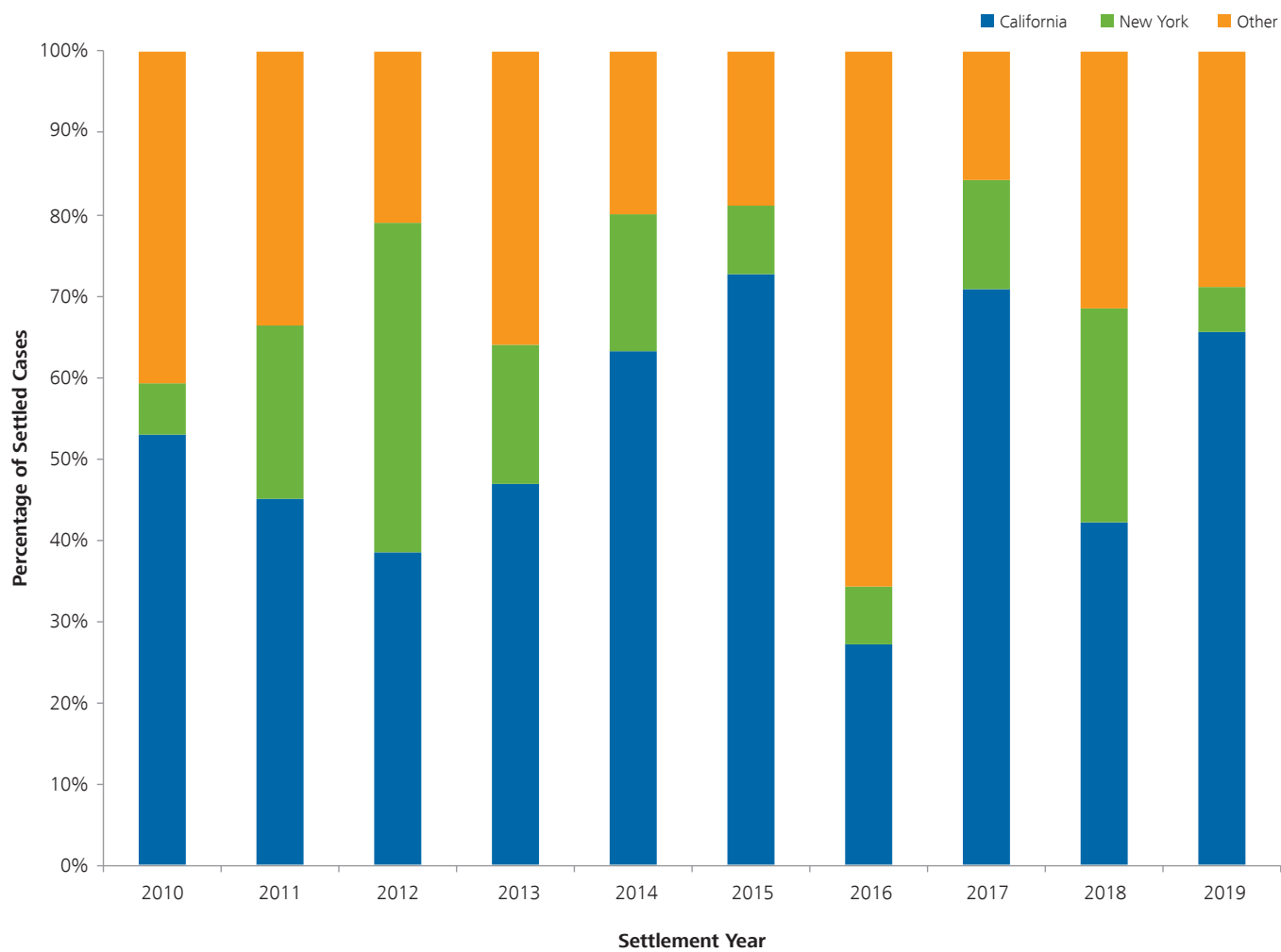


Figure 20. **The Majority of Settlement Dollars Have Been Paid in California**
January 2010–December 2019



Notable Settlements from 2015 Through 2019

- In 2015 and 2016, there were two FedEx settlements, both of which were substantially higher than the historical Transportation/Shipping Industry settlement average.
 - FedEx Ground Package Systems Inc.—\$240 million. The case included 12,000 delivery drivers in 20 states who alleged misclassification as independent contractors. The average settlement value per plaintiff was \$20,000.
 - FedEx Ground Package Systems Inc.—\$228 million. The case included 2,330 drivers in California who alleged misclassification over eight years. The average settlement per plaintiff was \$99,130. The average settlement per plaintiff per class year was \$12,391.
- Other large settlements over \$20 million included the following:
 - Wackenhut Corp.—\$130 million. The case included 14,000 workers who alleged missed meals and breaks over a 10-year class period. The average settlement value per plaintiff was \$9,285, or \$929 per plaintiff per class year.
 - ABM Security Services—\$110 million. The case included 15,000 workers who alleged missed meals and breaks and unpaid work over a 10-year class period. The average settlement value per plaintiff was \$7,333, or \$733 per plaintiff per class year.
 - Swift Transportation—\$100 million. This case included 20,000 workers who alleged minimum wage violations and misclassification. The average settlement value per plaintiff was \$5,000.
 - Virgin America Inc.—\$77 million. The plaintiffs alleged overtime and off-the-clock violations. The average settlement per class year was \$9 million.
 - Bloomberg L.P.—\$54 million. The case included 1,300 workers who alleged overtime violations and misclassification. The average settlement per plaintiff was \$41,923.

Endnotes

- ¹ Dr. Stephanie Plancich is an Associate Director and Janeen McIntosh is a Consultant at NERA Economic Consulting. We thank our NERA colleagues Frank Chiang, Kaitlin Dunne, Rayna Gadzheva, Haley Keyko, Yaxuan Wen, Eli Pullman, and Reena Zhan for their research assistance.
- ² All dollars are expressed in nominal terms, so trends reflect market inflation. Inflation adjusting the settlement values does not change the general conclusions and patterns discussed in this paper
- ³ Some cases in the database had certified classes while others did not. We use the term “class years” or “class periods” to refer to the duration of the damages period alleged in the case whether or not there is a certified class.
- ⁴ There are a handful of cases with “Other” allegations, such as unpaid vacation time, improper pay check deductions, and unpaid wages, that were not captured by these categories.

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Exhibit 2



2021 Real Rate Report®

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



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A Letter to Our Readers

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

Our Real Rate Report has been a relied upon data analytics resource to the legal industry since its inception in 2010 and continues to evolve. The Real Rate Report is powered by Wolters Kluwer's ELM Solutions LegalVIEW® data warehouse, the world 's largest source of legal performance benchmark data, which has grown to include over \$150 billion in anonymized legal data.

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

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

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

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

Sincerely,



Barry Ader

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

Report Use Considerations

2021 Real Rate Report

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

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

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

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

Some key factors¹ that drive rates²:

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

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

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

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

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

Rates increase in geographic areas with growing population

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

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

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

Report Use Considerations

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

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

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

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2021 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Associate

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Role

2021 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2021	2020	2019
Little Rock AR	Partner	16	\$215	\$250	\$300	\$272	\$287	\$282
Los Angeles CA	Partner	786	\$536	\$822	\$1,101	\$843	\$808	\$766
	Associate	1,110	\$450	\$653	\$860	\$664	\$636	\$587
Louisville KY	Partner	25	\$278	\$355	\$400	\$348	\$363	\$348
	Associate	25	\$180	\$210	\$264	\$224	\$228	\$210
Madison WI	Partner	15	\$241	\$389	\$536	\$419	\$435	\$440
Memphis TN	Partner	30	\$290	\$351	\$415	\$354	\$351	\$342
Miami FL	Partner	226	\$360	\$530	\$675	\$525	\$524	\$516
	Associate	149	\$265	\$361	\$475	\$375	\$381	\$365
Milwaukee WI	Partner	52	\$316	\$390	\$476	\$452	\$450	\$387
	Associate	36	\$270	\$305	\$358	\$316	\$305	\$269
Minneapolis MN	Partner	175	\$419	\$595	\$711	\$578	\$544	\$531
	Associate	137	\$295	\$406	\$521	\$405	\$377	\$376
Nashville TN	Partner	108	\$375	\$468	\$535	\$463	\$457	\$414
	Associate	73	\$252	\$311	\$338	\$305	\$283	\$257

Exhibit 3

LAFFEY MATRIX

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

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

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

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

Exhibit 4

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 04/22/2024

Client: OIGLASSA009 - Priscilla Aguilar

Matter: OIGLASS - O-I Glass-OWENS-BROCKWAY Glass Container-Priscilla Aguilar et al.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
09/07/2021	FST	First Legal Network - Filing, complaint and initial docs IN#30172635	\$1,660.15		Unbilled				
09/09/2021	POS	Postage- 09.07.21- cert mail to agent re LWDA letter	\$17.98		Unbilled				
09/09/2021	FIL	Filing Fee- 09.07.21- LWDA filing fee	\$75.00		Unbilled				
10/14/2021	FST	First Legal Network - Filing: Peremptory Challenge IN: 30175944	\$52.25		Unbilled				
11/05/2021	FST	First Legal Network - Service: Complaint, Initial Docs, Notice, Order - E-file: Proof of Personal Service - IN #30179004	\$256.53		Unbilled				
12/10/2021	FST	First Legal Network - E-Filing, Plaintiffs ntc of case management IN#30182125	\$36.20		Unbilled				
12/15/2022	MED	Mediation Services IN#93398.00159 CK#10480	\$15,000.00		Unbilled				
12/15/2022	FED	FED EX- Mediation Fee to Mediator Paul Hastings LLC	\$20.52		Unbilled				
01/12/2023	CRT	Court Documents - 01.12.23 pulling final approval order in BC608609	\$6.20		Unbilled				
01/31/2023	EXA	Expert Analysis IN#7351 CK#10568	\$4,880.00		Unbilled				
02/20/2023	FST	First Legal Network - E-Filing - Plaintiffs Notice of February 16, 2 IN# 30227367	\$39.95		Unbilled				
02/28/2023	FST	First Legal Network - E-Filing - Notice of Settlement and Joint Stip IN# 30230586	\$61.95		Unbilled				
04/12/2023	CRT	Court Documents - 04.12.23 pulled order off docket	\$5.00		Unbilled				
04/12/2023	FST	First Legal Network - E-Filing - Amended Complaint IN# 30233810	\$83.70		Unbilled				
04/26/2023	FST	First Legal Network - E-Filing - Plaintiffs Notice of march 1 2023, Joint Stipulation to Continue Deadl, Plaintiffs Notice of April 2023, Motion for preliminary Approval of IN# 30233810	\$247.80		Unbilled				
05/12/2023	FST	First Legal Network - E-Filing - Notice of Proof of Service of Plaint IN# 30237327	\$39.95		Unbilled				
08/23/2023	FST	First Legal Network - E-filing - Notice of Final Ruling IN# 30248438	\$39.95		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
11/07/2023	FST	First Legal Network - Filing - Declaration of Richard Nunez In Sup IN# 30260163	\$39.95		Unbilled				
12/14/2023	FST	First Legal Network - Fiing - Plaintiffs Notice of: 1 Ruling re: IN# 30263586	\$39.95		Unbilled				
04/22/2024	FIL	Filing Fee- Estimated Cost till case completion	\$336.43		Unbilled				
Total:			\$22,939.46	\$0.00					
Balance:			\$22,939.46						
Total Fees Billed- -----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$22,939.46						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 04/22/2024
Client: OIGLASSA009 - Priscilla Aguilar
Matter: O-I GLASSPAGA - O-I Glass-OWENS-BROCKWAY Glass-PAGA--Priscilla Aguilar et al.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
11/15/2021	FST	First Legal Network - E-file: Complaint, Civil Case Cover Sheet, Summons - Invoice No. 30179004	\$514.70		Unbilled				
01/14/2022	FST	First Legal Network - process branch same day, complaint, initial docs, ntcs, order, IN #30185317	\$211.99		Unbilled				
02/02/2022	FST	First Legal Network - E-Filing, Plaintiffs request to continue init, case management statement, Plaintiff's notice of February 4, 2022 IN#30188503	\$135.10		Unbilled				
03/02/2022	FST	First Legal Network - E-Filing, case management statement, proof of personal service, IN#30192286	\$75.40		Unbilled				
08/02/2022	FST	First Legal Network- E-Filing: Stip to Cont Postmediation IN#30209403	\$59.70		Unbilled				
01/04/2023	FST	First Legal Network - E-Filing - Joint Stipulation to Continue Post IN# 30224217	\$61.95		Unbilled				
02/28/2023	FST	First Legal Network - E-Filing - Status Report IN# 30227367	\$39.95		Unbilled				
06/07/2023	FST	First Legal Network - E-Filing - Request for Dismissal IN# 30240914	\$35.75		Unbilled				
		Total:	\$1,134.54	\$0.00					
		Balance:	\$1,134.54						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$1,134.54						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						