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12 Attorneys for Plaintiff JOE VIGIL,

13 on behalf of himself and all others similarly situated

14 **UNITED STATES DISTRICT COURT**

15 **NORTHERN DISTRICT OF CALIFORNIA**

16 JOE VIGIL, individually and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 vs.

20 HYATT CORPORATION, a
21 Delaware corporation, GRAND
22 HYATT S.F., LLC, a Delaware
23 limited liability company, doing
24 business as GRAND HYATT SAN
25 FRANCISCO, and DOES 1-50,
26 inclusive,

27 Defendants.

Case No. 4:22-cv-00693-HSG
Judge: Haywood S. Gilliam, Jr.

**DECLARATION OF JAMES R.
HAWKINS IN SUPPORT OF
PLAINTIFF JOE VIGIL'S MOTION
FOR AWARD OF ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE INCENTIVE
PAYMENT UNDER RULE 23(h)**

Date: February 2, 2024

Time: 2:00 p.m.

Courtroom: 2, 4th Floor

Action Filed: November 2, 2021

1 **DECLARATION OF JAMES HAWKINS**

2 I, James Hawkins, declare as follows:

3 1. I am an individual over the age of 18. I am the Founding Partner at
4 the law firm of James Hawkins, APLC, counsel of record for Plaintiff Joe Vigil, who
5 is seeking to be named as Class Representative in this action filed on behalf of
6 himself and the Class Members as defined herein. I have been an attorney on this
7 case since its inception. The following facts are within my personal knowledge and
8 if called to testify I could and would competently testify thereto.

9 2. I submit this declaration in support of (1) Plaintiff's Motion For
10 Award of Attorneys' Fees and Costs, and Class Representative Incentive Payment
11 under Rule 23(h) ("Fees and Costs Motion") which is filed concurrently herewith,
12 along with the supporting Memorandums of Points and Authorities. I have personal
13 knowledge of the facts set forth below, and if called to testify regarding them, I could
14 and would do so competently.

15 **THE COURT GRANTED PRELIMINARY APPROVAL OF THE CLASS**
16 **ACTION SETTLEMENT**

17 3. In the preliminary approval order (Dkt. 48), the Court provisionally
18 appointed James Hawkins, APLC as Class Counsel and Plaintiff Joe Vigil as the
19 Class Representative for settlement purposes. The Court also ordered the parties to
20 meet and confer and stipulate to dates for the mailing of the Notice of Class Action
21 Settlement with the Court's proposed edits, the filing deadline for the Motion for
22 Fees and Costs, and Incentive Payment, the Deadline for Class Members to Opt-out
23 or object to the settlement, the filing deadline for the final approval motion, and the
24 final fairness hearing and hearing on motions.

25 4. The Court also conditionally certified for settlement purposes only,
26 the following "Settlement Class":
27
28

1 [A]ll current and former non-exempt, hourly employees working for
2 Defendants at the Grand Hyatt San Francisco hotel at any time between
3 November 2, 2017 to March 9, 2023.

4 5. The Settlement provides for the following terms: Plaintiff and
5 Defendant have agreed to settle all class claims and representative claims alleged in
6 this action in exchange for the Gross Settlement Amount (“GSA”) of \$725,000.00.
7 The GSA includes: (1) settlement payments to Participating Class Members; (2) up
8 to \$241,666.67 in attorney’s fees and up to \$24,253.43 in actual costs incurred by
9 Class Counsel (\$25,000.00 preliminarily approved); (3) \$10,000 allocated to settle
10 PAGA claims, of which \$7,500.00 (or 75%) is payable to the LWDA and \$2,500.00
11 is payable to the PAGA Employees¹; (4) Settlement Administration Costs of
12 \$9,750.00; and (5) a Class Representative Incentive Payment of up to \$10,000 to
13 Plaintiff. The employer’s share of payroll taxes will be paid out of the NSA.
14 Based on the above, the Net Settlement Amount (“NSA”) will be approximately
15 \$429,329.90. The NSA will be paid as Individual Settlement Payments to the
16 Participating Class Members. (Dkt. 44-2, Ex. 1 (“Settlement”), § 5.7.) Individual
17 Settlement Payments to Participating Class Members will be calculated and
18 apportioned from the NSA based on the number of Workweeks a Class Member
19 worked during the Class Period. (Id.) The Settlement is non-reversionary and 100%
20 of the NSA will be paid to the Class Members without the need to submit a claim
21 for payment. (Id.)

22 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

23 6. As detailed in the Declaration that I submitted in support of
24 Preliminary Approval, the Parties entered into the proposed Settlement Agreement
25 only after independent investigation and research, the exchange of information
26 through informal discovery and information exchange, motion practice, consultation
27

28 ¹ The PAGA Employees are Class Members who worked for Defendant during the
PAGA period, which is November 2, 2020 to March 9, 2023.

1 with witnesses, and numerous conferences between Class Counsel and Defendant's
2 counsel throughout the litigation and in advance of mediation. (See, Dkt. 44-2 ¶¶ 13-
3 25.) After such review and analysis, including the creation of a comprehensive
4 damages model with the assistance of an expert, the Parties then participated in a
5 full-day mediation session with Paul Grossman, Esq., and prolonged negotiations
6 thereafter. The Parties' investigation and discovery are sufficient to allow Class
7 Counsel and the Court to act intelligently. The Settlement is the product of a
8 mediator's proposal after arms-length negotiations assisted by an experienced wage
9 and hour mediator. (Id. ¶¶ 10, 19, 42.)

10 7. The settlement amount takes into consideration the risks with regard
11 to certifying Plaintiff's claims, as well as difficulties associated with prevailing on
12 the merits. In light of these risks, the settlement amount is well within the ballpark
13 of reasonableness. In summary, prior to reaching the settlement, Class Counsel
14 performed a thorough investigation into the claims at issue, which included: (1)
15 determining Plaintiff's suitability as private attorney general and class representative
16 through interviews, investigations, and analyses of his employment files and related
17 records; (2) evaluating all of Plaintiff's potential representative claims; (3) engaging
18 in informal discovery, which included production of Defendant's timekeeping, meal
19 period and rest break policies; documents evidencing Defendant's handbooks,
20 policies and procedures for managing payment for all hours worked, meal periods
21 and rest breaks; COVID-19 policies; and other relevant information, including
22 Plaintiff's personnel and payroll file; (4) exchanging documents, data, and
23 information based on electronic time and pay records for the Putative Class Members
24 to determine the number of current and former putative class members who worked
25 during the relevant time period, the total number of workweeks at issue, the average
26 hourly rate for the putative class and aggrieved employees; (5) researching similar
27 wage and hour class actions as to the claims brought, the nature of the positions, and
28 the type of employer; (6) analyzing employees' time, pay, and wage records; (7)

1 reviewing Defendant's employment policies and practices including those related to
2 background checks; (8) researching settlements in similar cases; (9) evaluating
3 Plaintiff's claims and estimating Defendant's liability for purposes of settlement;
4 (10) drafting the mediation brief; and (11) participating in the mediation.

5 8. By engaging in such a thorough investigation and evaluation of
6 Plaintiff's claims, Class Counsel can opine that the Settlement, for the consideration
7 and on the terms set forth in the Settlement Agreement, is fair, reasonable, an
8 adequate, and is in the best interests of Class Members in light of all known facts
9 and circumstances, including the risk of significant delay and uncertainty associated
10 with litigation, and various defenses asserted by Defendant. While Plaintiff firmly
11 believes in the strength of his claims, Defendant has strong defenses to Plaintiff's
12 claims, and those defenses created a real possibility that Defendant will be able to
13 defeat the action and all recover to Plaintiff and the Class.

14 9. Indeed, based on my experience, I believe that the proposed
15 Settlement is fair, reasonable, and adequate and represents a great result for the Class
16 Members. As detailed in my Declarations in Support of Preliminary Approval,
17 although Plaintiff compromised to achieve the Settlement, the compromise is
18 extremely fair, reasonable and adequate when compared to the realistic value of the
19 class claims and considering the substantial risks involved in pursuing further
20 litigation including the possibility of appeals by either party that would serve to
21 increase the amount of time in which Class Members could possible see some
22 benefits. (Dkt. 44-2, ¶¶ 24, 30, 48, 88.)

23 10. When we considered the substantial risks involved in pursuing
24 further litigation, we considered the probability of getting the action certified as a
25 class action and maintaining the class action status through trial in light of
26 Defendant's asserted defenses. All these considered, I believe the Settlement, if
27 finally approved, will provide the Class a fair, reasonable, and adequate value for
28 their claims. This Settlement represents a well-crafted compromise of the divergent

positions of the Parties that provides substantial benefits for the Class. Each side evaluated the strengths and weaknesses of the case with the mediator's assistance and independently concluded that this Settlement was in the best interests of the stakeholders given the strength of Plaintiff's claims and Defendant's defenses.

11. Indeed, there is a significant chance that continued litigation could result in the Class obtaining no recovery at all if the trier of fact accepts Defendant's contention that they maintained compliant policies, paid all wages earned at the proper rate, provided lawful meal breaks and rest breaks, complied with all laws, timely paid wages upon termination, provided compliant wage statements and maintained accurate records, or that any alleged violations, to the extent Plaintiff could prove any, were due solely to individual preference. In addition to the substantial risks and uncertainty inherent in continued litigation, Plaintiff and Defendant faced the certainty that further litigation-potentially through trial and further appeals-would be expensive, time consuming, and would likely delay any relief for years. Therefore, the proposed Settlement is both fair and reasonable considering Defendant's asserted legal and factual grounds for defending against the putative class and PAGA claims and the risks of not obtaining and/or maintaining class certification through the trial of the action and after any appeals.

12. Defendant vigorously denied all claims in this litigation. Defendant argued that the claims are not amenable to class certification and that it has always acted lawfully. Defendant was steadfast in its contention that it always complied with applicable wage and hour laws. Further, as detailed in the Declaration I submitted in support of Plaintiff's motion for Preliminary Approval, Defendant raised many legal and factual disputes, which if successful could completely defeat recovery. (See, Dkt. 44-2, ¶¶ 54-88.) As such, Plaintiff's counsel considered the risks of receiving no recovery, balanced by the investigation and analysis Plaintiff's counsel performed in valuing the case.

13. Similarly, in settling this action we considered the likelihood of

1 obtaining a similar or greater recovery in the event Plaintiff obtained a judgment in
2 his favor. The fact that, even if Plaintiff proves Defendants' liability for all the claims
3 alleged in the Complaint, Plaintiff will still have to prove through the evidence
4 elicited the amount of damages owed in this case weighs in favor of approval of the
5 Settlement. Absent a settlement, the Parties will have to engage in costly and
6 complex evidentiary presentation and damages calculations regarding the claims
7 alleged in the lawsuit (e.g., minimum wages owed, daily/weekly overtime premiums
8 owed, meal/rest period premiums owed, penalties owed, and interest, among others),
9 which are subject to a myriad of differing calculations and formulas. Furthermore,
10 we examined the likelihood of obtaining class certification on behalf Class and
11 maintaining the class action status through trial, and potential challenges to
12 maintaining certification. To that end, we also considered potential motions for
13 decertification and dispositive motions. In addition, if this case were to continue as
14 a class action through trial, both Parties will necessarily incur substantial litigation
15 expenses, including the expense and time of analyzing voluminous documents, and
16 finding and hiring statisticians and other expert witnesses to testify at trial. While
17 Plaintiff and Class Counsel believe Plaintiff's claims are meritorious and suitable for
18 certification, Defendant has raised formidable factual and legal arguments in support
19 of their defenses. Given the available grounds for defending against the asserted
20 class claims and the risks of maintaining class certification through the trial and after
21 any appeals, the Settlement is fair, reasonable, and adequate and we respectfully
22 submit should be approved by the Court.

23 14. Class Counsel recognized the risks attendant to continued litigation
24 including: (i) the potential for individualized issues and issues of proof; (ii) the possibility
25 that a Class would not be certified, or, if certified, be decertified; (iii) the possibility for an
26 adverse ruling on the motion to dismiss and/or on a motion for summary judgment; (iv)
27 the need for a unanimous jury at trial; (v) the possibility that the Court will find no injury
28 arising from the alleged violations; (vi) the possibility of an unfavorable, or less favorable,

1 verdict at trial; (vii) the possibility that post-trial motions may result in an unfavorable, or
2 less favorable, result than trial; and/or (viii) the possibility of an unfavorable, or less
3 favorable result on appeal, and (ix) the certainty that the litigation, trial, and appellate
4 process would be lengthy. In contrast, the proposed Settlement provides significant and
5 certain compensation that is available now as opposed to potentially and hypothetically
6 sometime in the distant future.

7 15. In sum, considering Defendant's defenses and obstacles to class
8 certification and establishing liability, we strongly believe that the Settlement is fair,
9 reasonable, and adequate. The Settlement falls well within the range of reasonable
10 outcomes and merits approval under Rule 23(e). (See, Dkt. 44-2, ¶¶ 54-88.)

11 **THE REQUESTED CLASS REPRESENTATIVE**
12 **INCENTIVE PAYMENT IS JUSTIFIED**

13 16. Under the terms of the Settlement Agreement, Plaintiff seeks an
14 incentive payment in the amount of \$10,000 for his service in filing the related state
15 court action which was and prosecuting this class action on behalf of the Class.

16 17. I strongly support the incentive payment to the Plaintiff. This amount
17 was reached as the product of arm's length negotiations. Plaintiff's assistance to
18 Class Counsel and services to the Class have been invaluable. (See generally,
19 Declaration of Joe Vigil). Through Mr. Vigil's efforts, approximately 527 Class
20 Members will receive payment in exchange for a release of their claims. Without
21 his efforts, the Class would have received no award. Thus, I believe that the
22 requested Incentive Payment to Plaintiff as Class Representative is justified,
extremely fair and warranted.

23 18. By coming forward and pursuing this class action lawsuit that, in this
24 information age, can easily be discovered by prospective employers demonstrates
25 that Plaintiff has placed the interest of the Class above his own. Additionally,
26 Plaintiff made the decision from the very beginning of the litigation to protect the
27 interest of the Class by not wavering from his decision to prosecute and settle the
28 claims on behalf of putative class members for a settlement that was in the best
interests of the Class.

1 19. I do not believe that Plaintiff has any interests that are adverse or
2 antagonistic to the Class Members' interests.

3 20. Plaintiff was a crucial participant in the prosecution of this litigation.
4 Plaintiff worked closely with my firm in all aspects of the litigation in this case. He
5 provided an extraordinary amount of factual information necessary for the
6 prosecution and settlement of the class claims. This information proved invaluable
7 in our negotiation of the settlement agreement. Plaintiff also spent a significant
8 amount of time searching for documents and assisting in the review and
9 interpretation of the voluminous documents produced by Defendant. Plaintiff
10 actively participated in the litigation of this action and the related action at all stages,
including settlement and approval.

11 21. As part of the consideration for the Incentive Payment, Plaintiff also
12 agreed to enter into a broader general release of claims against Defendant as opposed
13 to the narrowly drafted release for the other Class Members.

14 22. Plaintiff took on significant risks, including the potential that the
15 lawsuit may affect his ability to obtain future employment as well as the risk of
16 paying an award of costs to Defendants if he was not successful in litigating his
claims.

17 23. Plaintiff has been an exceptional Class Representative and the Class
18 has benefited immensely from his services. The incentive payment is reasonable in
19 light of the time and effort Plaintiff has spent on this litigation and the related state
20 Court litigation, the risk undertaken, and the excellent result he obtained on behalf
21 of the Class. Thus, I submit the incentive payment to Plaintiff is appropriate and
22 justified as part of the overall Settlement and warrants final approval.

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

25 24. Class Counsel seeks an award of attorneys' fees of \$241,666.67 (1/3
26 of the GSA) and actual costs of \$24,253.43. The fee is warranted and reasonable
27 because of the substantial work and effort incurred to achieve the Settlement on
28 behalf of the Settlement Class, the litigation risks and complexities of
prosecuting these types of cases, the contingency nature of any fee, Class

1 Counsel's skill and experience in handling cases of this type, and fees commonly
2 awarded in analogous wage and hour lawsuits and settlements. Class Counsel's
3 fees and costs request is further warranted by the excellent settlement achieved
4 on behalf of the Class Members.

5 25. The expenses incurred primarily involve the costs for initial filing fees
6 in multiple separate actions, mediation fees, expert costs, and also include the
7 amounts paid for court filing fees and service charges, all of which are costs normally
8 billed to and paid by the client.

9 26. Although case law supports as high as a 50% fee award on
10 common settlement funds of less than \$10 million, Class Counsel requests an
11 attorneys' fees award of \$241,666.67 which is one-third of the common fund
12 Settlement.

13 27. Class Counsel's fees request is reasonable considering: (a) the
14 work involved in achieving an excellent result for the Class and bringing the
15 action to an efficient resolution, (b) the associated risks to my firm in taking a
16 matter on a contingency basis, and (c) the substantial benefits conferred on the
17 Settlement Class. In this case, Class Counsel tenaciously litigated this matter
18 through state and federal court against Defendant in the dynamic area of wage and
19 hour law. These efforts ultimately culminated in the instant settlement. Without this
20 dogged pursuit by Class Counsel and Plaintiff, and the investment of substantial
21 resources and time, I respectfully submit that the Settlement Class may have
22 received nothing. Moreover, as detailed above and in my declarations on preliminary
23 approval, Defendant mounted serious factual and legal challenges at every turn in
24 this and the related actions, and asserted numerous defenses which threatened all
25 recovery, as it argued that it complied with all applicable laws at all times.

26 28. In my opinion, the requested fee award accounts for the excellent
27 result and the risks undertaken in bringing this case on a contingency basis,
28 advancing all costs and deferring payment for the time that Class Counsel has

1 worked on this case, with no guarantee that any of the fees and costs incurred
2 would ever be recovered.

3 29. Plaintiff signed a retainer agreement providing for an attorneys'
4 fee request up to one-third (1/3) of any recovery achieved in this case. Plaintiff
5 was not able and is not responsible for paying our fees, and Class Counsel would
6 only collect attorneys' fees if we were successful in prosecuting his claims. In
7 addition, taking on this case meant that my firm had to turn away other fee-
8 generating work because the case required Class Counsel to dedicate sufficient
9 resources to the prosecution of this case.

10 30. None of the signs of collusion identified in the *Bluetooth* test are
11 present here. This Settlement was not driven by attorneys' fees, and Class Counsel
12 is not receiving a disproportionate distribution of the Settlement. The NSA of
13 \$429,329.90 is over 1.75 times greater than the fees requested by Class Counsel who
14 are requesting \$241,666.67 (1/3 of the GSA).

15 31. James Hawkins APLC has spent approximately 319.2 hours of
16 attorney and para-professional time prosecuting this case resulting in a lodestar
17 of approximately \$236,042.50.

18 32. James Hawkins APLC's skill and experience support their hourly
19 rates ranging from \$450 to \$1050, which are in line with the rates typically
20 approved in wage and hour class action litigation in California.

21 33. I am the Founding Partner at James Hawkins, APLC and I have
22 devoted approximately 110.2 hours in prosecuting this case and the related cases on
23 behalf of Plaintiff and the Class. I graduated from the University of California, Los
24 Angeles in 1993 and received my law degree from Whittier Law School in 1997. I
25 was also a full-time Judicial Extern for United States District Judge Consuelo B.
26 Marshall and the United States Attorney's Office. I have been a member of the State
27 Bar of California since 1997. From 1997 to 2007, I was a named partner at Hawkins
28 & Sofonio, a law firm based out of Irvine, California. At Hawkins & Sofonio, I

1 pioneered the employment department litigating plaintiff related employment issues
2 such as wrongful termination, age discrimination, disability, wage and hour, and
3 sexual harassment claims. Through the success and experience I obtained litigating
4 employment related matters, I commenced litigating wage and hour class actions in
5 2002. Since then, I have spent the vast majority of my practice litigating Wage and
6 Hour Class Actions. In 2007, I incorporated my wage and hour class action practice
7 as James Hawkins, APLC. Since its inception, this law firm has been exclusively
8 involved in class action and complex litigation. In 2009, I opened an additional
9 office in Miami, Florida, prosecuting wage and hour class actions. Since 2002, I
10 have been lead or co-lead counsel in hundreds of wage and hour class actions.

11 34. The following is a summary of my activities in litigating this matter
12 and the related actions: day to day correspondence and conference; review and
13 conduct client intake; review documents provided by client; conferences regarding
14 claims and causes of action; review and revise class action complaint and LWDA
15 letter; conferences regarding strategy; reviewing settlements in related actions to
16 determine impact; conferences with counsel in related actions which may impact
17 the pending claims; strategizing regarding the multiple actions and interplay;
18 conferences re Rule 26 reports; reviewing Rule 26 draft reports and related strategy;
19 due diligence; reviewing class data and sampling documents produced by
20 Defendants for mediation; strategy regarding mediation; conferences with expert
21 regarding damages analysis; review and revising mediation brief; prepare for and
22 attend mediation; review mediator's proposal; post-mediation calls with mediator;
23 conference regarding mediator's proposal; review and revise settlement agreement
24 and notice documents; review and revise motion for preliminary approval of
25 settlement agreement and related declarations; strategy regarding settlement;
26 correspondence regarding settlement administration; review and revise motion for
27 award of attorneys' fees and costs. My hourly rate is \$1050 per hour. The number
28

1 of hours I have expended for work performed and the corresponding attorney's fees
2 of \$115,710.00 are reasonable and necessary.

3 35. Christina Lucio is Of Counsel to James Hawkins APLC, and has
4 devoted 105.7 hours in prosecuting this action and the related actions on behalf
5 of Plaintiffs and the Settlement Class. Ms. Lucio was the primary day to day
6 counsel on the matter. All hours spent were reasonable and necessary to this
7 action. Ms. Lucio graduated from the University of California, Riverside in 2003
8 and received her law degree from the University of Southern California, Gould
9 School of Law (USC Law School) in 2007. She has been a member of the State Bar
10 of California since 2007 and am a member of the Labor and Employment Law
11 section of the California Bar Association and American Bar Association. She was
12 selected as a "Rising Star" for 2015 by Super Lawyers Magazine. Ms. Lucio's
13 practice is focused primarily on employment law including wrongful termination,
14 discrimination, retaliation, wage and hour violations (individual and class action),
15 and sexual harassment claims. In recent years, a substantial part of my practice has
16 been focused on class actions, including wage and hour litigation. She is a member
17 of California Employment Lawyers Association. The following is a summary of
18 Ms. Lucio's activities in litigating this matter: day to day case management,
19 correspondence and communications; reviewing intake and investigation notes;
20 drafting and/or revising complaints for each action (class and PAGA); draft letters
21 to the LWDA; drafting and/or revising the amended complaints in each of the
22 actions; reviewing the pleadings including the answer; strategizing regarding
23 discovery issues and issues for investigation; review documents provided by client;
24 research regarding Defendant, corporate structure and related entities; legal
25 research and analyze applicable law and causes of action; numerous calls with
26 clients regarding claims and complaint; draft case management statements; attend
27 case management conferences; draft written discovery; draft meet and confer
28 correspondence; draft Rule 26 report; draft and revise various stipulations and status

1 conference statements; conferences with defense counsel; correspondence with
2 defense counsel; meet and confer letters; review class data and sampling documents
3 produced by Defendants for mediation; draft mediation brief; prepare for and attend
4 full day mediation with Paul Grossman; multiple post-mediation calls with
5 mediator; review and revise Settlement Agreement; numerous discussions with
6 counsel regarding terms and conditions of Settlement Agreement; numerous
7 discussions with clients regarding Settlement Agreement; draft and revise Motion
8 for Preliminary Approval of Settlement Agreement and supplemental filings; attend
9 hearing on Motion for Preliminary Approval; monitor settlement administration
10 including weekly reports; numerous correspondence with Defendants' counsel
11 regarding class list and mailing; draft and revise Motion for Award of Attorneys'
12 Fees, Costs, and Class Representative Incentive Payment and related documents.
13 Ms. Lucio's hourly rate is \$775 per hour. The number of hours she has expended
14 for work performed and the corresponding attorney's fees of \$81,917.50 are
15 reasonable and necessary.

16 36. Mitchell J. Murray is Of Counsel to James Hawkins APLC. Mr.
17 Murray has devoted 14.1 hours in representing Plaintiff and the Class in this case
18 and the related actions. All hours spent were reasonable and necessary to this
19 action. Mr. Murray is a 2007 graduate of the University of California, San Diego
20 and 2012 graduate of California Western School of Law. He was admitted to the
21 State Bar of California in 2012. Mr. Murray is a member of the Consumers
22 Attorneys of San Diego. He was selected as a "Rising Star" in 2019 by Super
23 Lawyers Magazine. His legal experience has focused primarily on personal injury
24 and all areas of employment law. Since 2016, Mr. Murray has further focused his
25 practice in the area of wage and hour class action claims. The following is a
26 summary of his tasks and activities in the litigation of this matter: review order
27 granting preliminary approval; correspondence with opposing counsel; conferences
28 with client; preparing for and participating in mediation with Paul Grossman;

1 additional correspondence with mediator; reviewing the mediator's proposal;
2 research regarding scope of settlement in related case; preparing and revising joint
3 status conference statement. Mr. Murray's hourly rate is \$750 per hour. The number
4 of hours he expended on the case, and the resulting attorney's fees of \$10,575.00
5 are reasonable and necessary.

6 37. Paul A. Brown is Of Counsel to James Hawkins, APLC. Mr. Brown
7 has devoted approximately 40 hours to this matter. Mr. Brown is a 2021 graduate
8 of the University of San Francisco School of Law. The following is a summary of
9 our Mr. Brown's tasks and activities in this case: drafting preliminary approval
10 motion, drafting motion for attorneys' fees and costs, and drafting supporting
11 documents for both motions. Mr. Brown's hourly rate is e \$450.00 per hour. The
12 number of hours expended by Mr. Brown for work performed and the
13 corresponding attorney's fees of \$18,000.00 are reasonable and necessary.

14 38. Our paralegals have dedicated in excess of 49.2 hours in assisting
15 with the prosecution of this litigation. Their hourly rate is \$200.00 per hour. The
16 number of hours expended for work performed and the corresponding fees of
17 \$9,840.00 are reasonable and necessary.

18 39. The number of hours (319.2 hours) that James Hawkins APLC
19 has invested in working on pursuing these claims against Defendant Hyatt
20 Corporation were necessary and reasonable in pursuit of the resolution of this
21 action and the asserted claims.

22 40. Based on those hours, my firm has incurred approximately
23 \$236,042.50 in attorneys' fees. The following table summarizes the hours and
24 fees now documented for the Court's review:

Attorney Name	Position - Years Admitted	Total Hours	Hourly Rate	Lodestar
James R. Hawkins	Partner - 26	110.2	\$1050.00	\$115,710.00_
Christina M. Lucio	Attorney - 16	105.7	\$775.00	\$81,917.50

Mitchell J. Murray	Attorney - 11	14.1	\$750.00	\$10,575.00
Paul A. Brown	Attorney - 2	40	\$450.00	\$18,000.00
	Paraprofessionals	49.2	\$200.00	\$9,840.00
Total		319.2		\$236,042.50

41. I submit that the requested attorneys' fees of one-third the Gross Settlement Amount that Class Counsel has obtained on behalf of the Class Members is fair and reasonable, as are the hourly rates at which our attorneys bill.

42. The total fees incurred by attorneys and paralegals in this case on behalf of Plaintiff and the class amounts to a lodestar of approximately \$236,042.50. This corresponds to a lodestar multiplier of approximately 1.02. We respectfully submit that this multiplier is warranted and should be approved. Plaintiff's counsel has expended significant resources, costs and time in investigating, bringing and litigating this action. The requested fee award is well within the range approved by California Courts and is undoubtedly reasonable.

43. In support of Class Counsel's hourly rates, attached hereto as **Exhibit 1** 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. 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

1 associates. Likewise, page 32 of the report describes the 2021 rates charged by 173
2 Los Angeles County partners with “Fewer Than 21 Years” of experience. For this
3 category, the Third Quartile Los Angeles County rate was \$1,065 per hour for
4 partners.

5 44. Finally, our requested hourly rates are in line with the Laffey Matrix,
6 attached hereto as **Exhibit 2**.

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

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

26 47. To date, Class Counsel has not received any compensation and
27 expended litigation costs on behalf of the Class. Class action contingency cases
28 are inherently risky. Upon retention, counsel makes a commitment to litigate the
case through trial. These types of cases can take years, hundreds of hours of work

1 and enormous amount of money. The risks involved coupled with the contingency
2 basis of the case further support Class Counsel's request for attorneys' fees and
3 costs.

4 48. James Hawkins APLC also seeks reimbursement of out-of-pocket
5 costs of \$24,253.43. These costs were necessary and reasonable to successfully
6 prosecuting the action against Defendant to resolution, including fees associated
7 with mediation, filing fees and first appearance fees for three related cases, and
8 service charges, which are normally billed to and paid by the client. These costs
9 have been necessary costs associated with the prosecution of this important matter.
10 A true and correct copy of James Hawkins APLC's litigation costs is attached as
11 **Exhibit 3** hereto. I respectfully request that the Court grant the request for
12 reimbursement of these costs in accordance with the Settlement Agreement.

13 49. As detailed above and in my Preliminary Approval declarations, I, and
14 the other lawyers in my firm, have a great deal of experience in wage and hour
15 class action litigation. I have been certified and approved as class counsel in many
16 other wage/hour class actions, and I am currently litigating numerous others before
17 this Court and others. Although not an all-inclusive list, over the years I have
18 prosecuted the following class action matters as lead and/or co-lead counsel, all of
19 which implicated similar law and facts to those associated with this Action:

- 20 a. ***Mojica v. Compass Group, Inc., et. al.*** USDC Central District, Case
21 No. 8:13-cv-01754. Wage and Hour Class Action case seeking past
22 wages for meal and rest break violations for production workers in the
23 State of California. Plaintiff's Counsel preliminarily appointed as
24 Class Counsel. Case settled. Final approval granted, and funds fully
25 disbursed.
- 26 b. ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No.
27 CV-08-04554. Wage and Hour Class Action case seeking past wages
28 for "off the clock", overtime and meal and rest break violations for

1 production workers in the State of California. Plaintiff's Counsel
2 appointed as Lead Counsel. Case settled, Final Approval granted, no
3 objections and funds fully distributed.

- 4 c. ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-
5 638 ODW. Wage and Hour Class Action case seeking past wages for
6 meal and rest period violations for retail employees in the State of
7 California. Plaintiff's counsel appointed co-lead counsel. Case settled,
8 Final Approval granted, no objections and funds fully distributed.
- 9 d. ***Morgan v. Aramark Campus***, LLC, USDC, CENTRAL DISTRICT,
10 Case No. SACV08-00412. Wage and Hour Class Action case seeking
11 past wages for meal and rest period violations for retail employees in
12 the State of California. Plaintiff's Counsel appointed as Lead Counsel.
13 Case settled, Final Approval granted, no objections and funds fully
14 distributed.
- 15 e. ***West v Iron Mountain Information Management, Inc., et. al.***; Los
16 Angeles County Superior Court, Case No. BC393709. Wage and Hour
17 Class Action seeking past wages for overtime, meal and rest break
18 violations for driver employees in the State of California. Stipulation
19 for "binding arbitration." Arbitration Award for Plaintiff Class.
20 Arbitration Award confirmed. Plaintiff's counsel lead trial counsel and
21 class counsel.
- 22 f. ***Gonzalez v. Superior Industries International, Inc., et al.***, Los
23 Angeles County Superior Court, Case No. BC 357912. Wage and
24 Hour Class Action seeking past wages for overtime, meal and rest
25 breaks violations for production employees in the State of California.
26 Plaintiff's counsel appointed as lead counsel. Case settled, Final
27 Approval granted, no objections and funds fully distributed.
- 28 g. ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***,
Riverside County Superior Court, Case No. RIC 440630. Wage and

Hour Class Action seeking past wages for overtime, meal and rest break violations for production employees in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

- h. ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled. Final Approval granted and funds fully distributed.
- i. ***Padron v. Universal Protection Service, et al.***, Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for security officers in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- j. ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest break violations for security officers employed by defendant in the State of California. Plaintiff's counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.
- k. ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

- 1 l. ***Ruiz, et al. v. Unisourse Worldwide, Inc., et al.***, USDC, CENTRAL
2 DISTRICT, Case No. CV09-05848. Wage and Hour Class Action
3 seeking past wages for meal and rest period violations for non-exempt
4 employees employed by defendant in the state of California. Case
5 settled. Awaiting Preliminary Approval hearing. Plaintiff has
6 petitioned the Court for Lead Counsel.
- 7 m. ***Herrador v. Culligan International Company, et al.***, USDC,
8 CENTRAL DISTRICT, Case No. SACV 08-680. Wage and Hour
9 Class Action seeking past wages for field and branch employees of
10 defendant in the State of California. Plaintiff's counsel appointed as
11 lead counsel. Case settled and awaiting Final Approval.
- 12 n. ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court,
13 Case No. 05CC00128. Wage and Hour Class Action seeking past
14 wages for restaurant employees of defendant in the State of California.
15 Plaintiff's counsel appointed as lead counsel. Case settled, Final
16 Approval granted, no objections and funds fully distributed.
- 17 o. ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior
18 Court, Case No. 07CC01292. Wage and Hour Class Action seeking
19 unpaid overtime, meal and rest break violations for security guards
20 employed by defendant in the State of California. Plaintiff's counsel
21 appointed as lead counsel. Case settled, Final Approval granted, no
22 objections and funds fully distributed.
- 23 p. ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los
24 Angeles Superior Court, Case No. BC411477. Wage and Hour Class
25 Action seeking unpaid meal and rest break violations for production
26 employees employed by defendant in the State of California. Plaintiff
27 counsel appointed as lead counsel. Case settled, Final Approval
28 granted, no objections and funds fully distributed.

- 1 q. **McMurray v. Dave and Busters, Inc., et al.**, Orange County Superior
2 Court, Case No. 06CC00099. Wage and Hour Class Action seeking
3 past wages for meal and rest break violations for restaurant employees
4 employed by defendant in the State of California. Plaintiff's counsel
5 appointed as co-lead counsel. Case settled, Final Approval granted, no
6 objections and funds fully distributed.
- 7 r. **Osuna v. DFG Restaurants, Inc., et al.**, Los Angeles Superior Court,
8 Case No. BC 330145. Wage and Hour Class Action seeking past
9 wages of overtime for mis-classification of managers employed by
10 Defendant, DBA Carl's Jr. in the State of California. Plaintiff's
11 counsel appointed as co-lead counsel. Case settled, Final Approval
12 granted, no objections and funds fully distributed.
- 13 s. **Burns v. Gymboree Operations, Inc., et al.**, San Francisco Superior
14 Court, Case No. CGC-07-461612. Wage and Hour Class Action
15 seeking past wages for meal and rest break violations for retail
16 employees employed by defendant in the State of California.
17 Plaintiff's counsel appointed lead counsel. Case settled, Final
18 Approval granted, no objections and funds fully distributed.
- 19 t. **Willems v. Diedrich Coffee, Inc., et al.**, Orange County Superior
20 Court, Case No. 07CC00015. Wage and Hour Class Action seeking
21 past wages of overtime for mis-classification of managers employed by
22 Defendant in the State of California. Plaintiff's counsel appointed lead
23 counsel. Case settled, Final Approval granted, no objections and funds
24 fully distributed.
- 25 u. **Davila, et al. v. Beckman Coulter, Inc., et al.**, Orange County
26 Superior Court, Case No. 07CC01347. Wage and Hour Class Action
27 seeking past wages for overtime, meal and rest break violations for
28 production workers employed by defendant in the State of California.

- 1 Plaintiff's counsel appointed lead counsel. Case settled, Final
2 Approval granted, no objections and funds fully distributed.
- 3 v. ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles
4 Superior Court, Case No. BC387088. Wage and Hour Class Action
5 seeking past wages for overtime, meal and rest period violations for
6 production employees employed by defendant in the State of
7 California. Plaintiff counsel appointed as lead counsel. Case settled.
8 Final Approval granted, no objections and funds fully distributed.
- 9 w. ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut***
10 ***Wage and Hour Cases***, Los Angeles Superior Court, Case No. JCCP
11 4545. Wage and Hour Class Action seeking past wages for overtime,
12 meal and rest period violations for security guards employed by
13 defendant in the State of California. Certification granted. Plaintiff's
14 counsel appointed as co-lead counsel. Writ taken. Court stays action
15 pending Appellate Court ruling. Court lifts stay.
- 16 x. ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County
17 Superior Court, Case No. 30-2013-00694012-CU-OE-CXC. Wage and
18 Hour Class Action seeking past wages for overtime, meal and rest
19 period violations, and penalties on behalf of non-exempt production,
20 maintenance, shipping, and receiving employees employed by
21 Defendant in California. Plaintiff counsel appointed as lead counsel.
22 Case settled. Final Approval granted, no objections and funds fully
23 distributed.
- 24 y. ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No.
25 BC495527. Wage and Hour Class Action seeking past wages for
26 overtime, meal and rest period violations, and penalties on behalf of
27 non-exempt manufacturing employees employed by Defendant in
28 California. Plaintiff counsel appointed as lead counsel. Case settled.
Final Approval granted, no objections and funds fully distributed.

- 1 z. ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-
2 2013-00637062-CU-OE-CXC, Wage and Hour Class Action seeking
3 past wages for meal period violations, and non-compliant wage
4 statements on behalf of non-exempt production employees employed
5 by Defendant in California. Plaintiff counsel appointed as lead
6 counsel. Case settled. Final Approval granted, no objections and funds
7 fully distributed.
- 8 aa. ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No.
9 30-2013-00653425-CU-OE-CXC. Wage and Hour Class Action
10 seeking past wages for overtime, meal and rest period violations,
11 inaccurate wage statements, and penalties on behalf of non-exempt
12 employees employed by Defendant in California. Plaintiff counsel
13 appointed as lead counsel. Case settled. Final Approval granted, no
14 objections and distribution of funds pending.
- 15 bb. ***Gutierrez v. HMT Tank***, USDC Central Dist., Case No. CV14-1967-
16 CAS(MANx). Wage and Hour Class Action seeking past wages for
17 meal and rest period violations, failure to indemnify necessary
18 expenses, inaccurate wage statements, and penalties on behalf of non-
19 exempt employees working in positions related to servicing,
20 refabricating, and repairing storage tanks employed by Defendant in
21 California. Plaintiff counsel appointed as lead counsel. Case settled.
22 Final Approval granted, no objections and funds fully distributed.
- 23 cc. ***Williams v. Il Fornaio America Corp.***, Sacramento County, Case No.
24 34-2021-0009616. Wage and Hour Class Action seeking past wages
25 for overtime, meal and rest period violations, reimbursements, and
26 penalties on behalf of non-exempt restaurant employees employed by
27 Defendant in California. Plaintiff counsel appointed as lead counsel.
28 Case settled. Final Approval granted, and funds fully distributed.

- 1 dd. ***Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-
2 002687141-CU-OE-CXC. Wage and Hour Class Action seeking past
3 wages for overtime, meal and rest period violations, and penalties on
4 behalf of non-exempt retail clerks employed by Defendant in
5 California. Plaintiff counsel appointed as lead counsel. Case settled.
6 Final Approval granted, no objections and funds fully distributed.
- 7 ee. ***Madrigal v. Huntington Beach Market Broiler, Inc.***, Orange County,
8 Case No. 30-2012-00611260. Wage and Hour Class Action seeking
9 past wages for overtime, meal and rest period violations,
10 reimbursements, and penalties on behalf of non-exempt employees
11 employed by Defendant in California. Plaintiff counsel appointed as
12 lead counsel. Case settled. Final Approval granted, no objections and
13 funds fully distributed.
- 14 ff. ***Vang v. Jazz Semiconductor, Inc.***, Orange County, Case No. 30-2011-
15 00460278. Wage and Hour Class Action seeking past wages for
16 overtime, meal and rest period violations, reimbursements, and
17 penalties on behalf of non-exempt production workers employed by
18 Defendant in California. Plaintiff counsel appointed as lead counsel.
19 Case settled. Final Approval granted, no objections and funds fully
20 distributed.

21 50. In sum, my firm has been lead or co-lead counsel in hundreds of
22 cases since its inception. We have recovered hundreds of millions of dollars for
23 employees in the State of California and millions for the State as well through
24 PAGA.

25 51. Our firm has served as class counsel in a number of significant
26 wage and hour settlements. Of particular note, in 2019, our firm was co-lead
27 counsel in securing the largest wage and hour class action settlement in California
28 history at \$130,000,000. During this case, plaintiffs appealed a decertification
order. This case involved several appeals. The appellate record amassed an

1 extensive appellate record comprising a 23-volume joint appendix, a three-volume
2 reporters transcript, five briefs, four letter briefs, two motions for judicial notice, a
3 motion to augment the record, and several additional letters informing the
4 appellate court of new legal authority issued after *Dukes*. The matter was argued
5 to and submitted by the Court of Appeal on September 15, 2016, and on
6 November 21, 2016, the decertification order was reversed and the case was
7 remanded for further proceedings. (*Lubin v. The Wackenhut Corporation*
8 (“*Lubin*”), 5 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of
9 the Court of Appeal decision to the California Supreme Court. The Supreme
10 Court denied Wackenhut’s petition for review of *Lubin*. The Court of Appeal
11 issued remittitur on April 10, 2017. Eventually through more litigation, the parties
12 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 52. Additionally, in early 2020, our firm served as lead counsel in a
15 class action jury trial in the Central District of California involving the class and
16 PAGA representative claims of over 23,000 employees which successfully
17 resolved in the midst of trial for \$8,500,000.

18 53. Our firm has settled many high-stakes class and representative
19 actions. Hawkins’ settlements have directly compensated hundreds of thousands
20 of California workers and consumers. Hawkins’ actions have also forced
21 employers to modify their policies for the benefit of employees including
22 changing the compensation structure for certain employees and changing practices
23 to ensure that workers will be able to take timely rest and meal breaks. A leader in
24 prosecuting class and PAGA enforcement actions, Hawkins has secured millions
25 of dollars for workers and in civil penalties for the State of California.

26 54. Based on our experience, demonstrated competence, resources to
27 prosecute the claims at issue and reputation among our colleagues in both the
28 defense and plaintiffs’ bar, I respectfully submit our firm’s experience in the field

1 of wage and hour cases provides us the ability to prosecute claims swiftly and
2 often times without the need for protracted litigation. Although, as demonstrated
3 in the *Wackenhut* cases, we do not give up fighting for class members when
4 challenged and necessary.

5 55. Indeed, the Settlement that Class Counsel has negotiated in this
6 case on behalf of the Class confronts very difficult and potentially individualized
7 issues which make certification and proof of merits challenging and work/resource
8 intensive. I and our firm's attorneys and paralegals have secured this Settlement
9 through persistent advocacy of the class claims through multiple actions, which
10 has applied legal nuances and negotiation techniques to achieve a very favorable
11 result for the Class Members. Other attorneys without our experience and
12 comprehensive knowledge and perspective in connection with complex
13 employment litigation may not have been able to achieve such superior settlement
14 terms on behalf of the Class in the relatively short time frame in which we
15 negotiated this settlement. I believe the requested amount of up to \$241,666.67 in
16 attorneys' fees under the Settlement is a reasonable allocation given the excellent
17 result we have secured for the Class Members. I, therefore, respectfully request
18 the Court approve the allocated attorneys' fees under the Parties' Settlement.

19 56. In sum, despite the complexity of the case, Class Counsel has, through
20 the investment of substantial effort and the resources of my law firm, been able to
21 secure an outstanding settlement on behalf of the Settlement Class. Plaintiff would
22 have faced substantial legal and factual obstacles in demonstrating that class
23 certification was appropriate. Plaintiff would also have been required to establish a
24 significant amount of witness testimony, pattern and practice evidence, statistical
25 evidence, sampling evidence, surveys, expert testimony, and other evidence in
26 order to present their case both at the class certification stage and trial. Defendant
27 has vigorously contested liability, the amount of claimed damages, and the
28 propriety of class certification, and would have continued to do so through trial.

1 Class Counsel's prior experience allowed us to competently evaluate the claims,
2 settlement versus trial on a fully informed basis, and the viability of Defendant's
3 defenses. As such, we respectfully submit the Court should grant the Motion for
4 Attorneys' Fees and Costs, and Class Representative Incentive Payment as
5 requested.

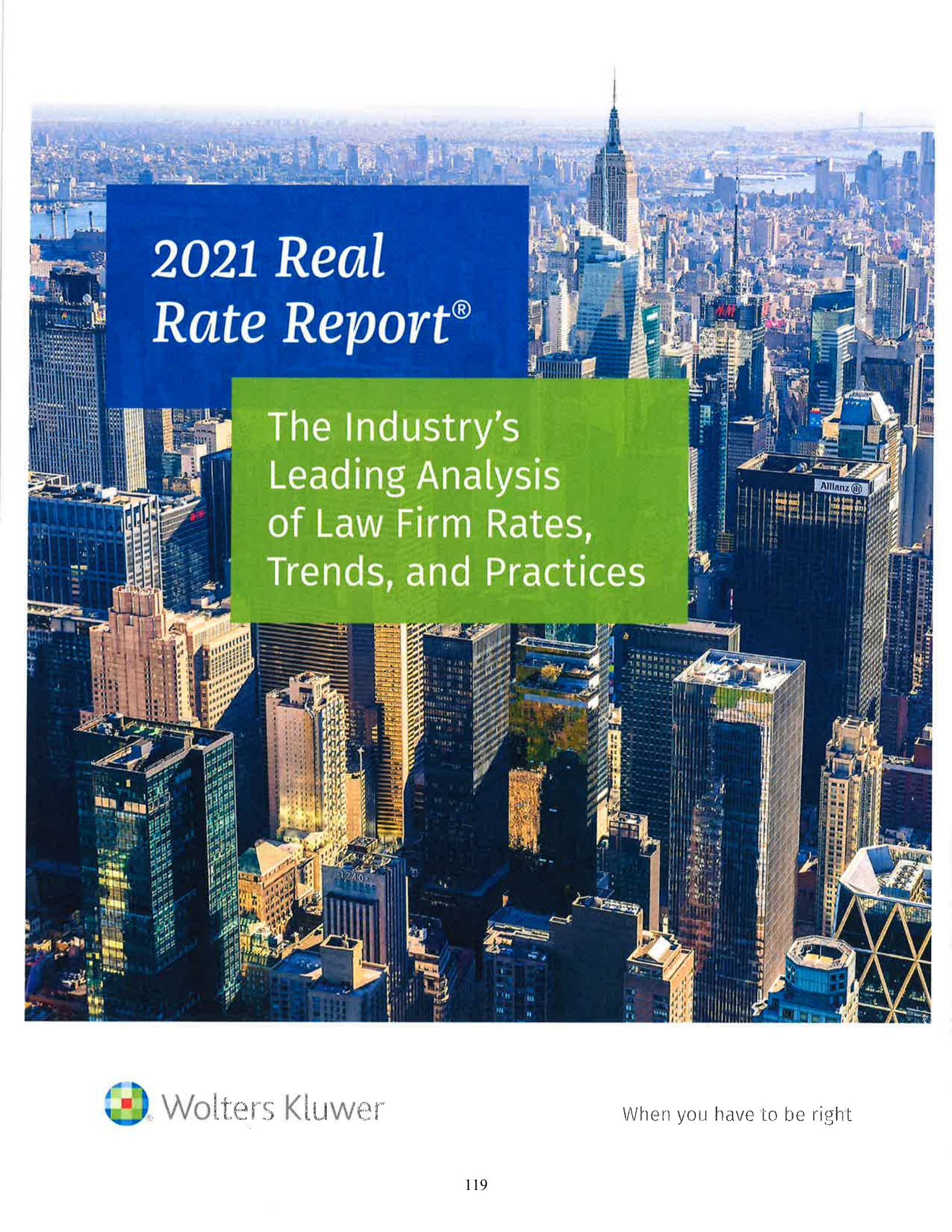
6 I declare under penalty of perjury under the laws of the United States and the State
7 of California that the foregoing is true and correct.

8
9 Executed on November 3, 2023 at Irvine, California.

10
11 /s/ James R. Hawkins

12 James R. Hawkins
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EXHIBIT 1



2021 Real Rate Report®

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



Wolters Kluwer

When you have to be right

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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	Partner	19	\$250	\$300	\$445	\$375	\$421	\$480
		Associate	12	\$238	\$323	\$377	\$320	\$282	\$280
Little Rock AR	Non-Litigation	Partner	12	\$215	\$215	\$300	\$267	\$290	\$274
Los Angeles CA	Litigation	Partner	342	\$475	\$715	\$1,042	\$759	\$708	\$694
		Associate	433	\$402	\$602	\$806	\$610	\$583	\$535
Los Angeles CA	Non-Litigation	Partner	559	\$600	\$880	\$1,160	\$894	\$872	\$816
		Associate	761	\$480	\$685	\$895	\$696	\$665	\$620
Louisville KY	Litigation	Partner	18	\$265	\$356	\$405	\$344	\$353	\$338
		Associate	16	\$178	\$200	\$278	\$225	\$227	\$214
Louisville KY	Non-Litigation	Associate	12	\$208	\$215	\$249	\$224	\$230	\$197
		Partner	15	\$244	\$389	\$529	\$421	\$424	\$430
Madison WI	Non-Litigation	Partner	15	\$244	\$389	\$529	\$421	\$424	\$430
Memphis TN	Litigation	Partner	16	\$290	\$415	\$425	\$364	\$355	\$347
		Associate	20	\$298	\$340	\$369	\$345	\$346	\$334
Miami FL	Litigation	Partner	100	\$282	\$475	\$614	\$465	\$473	\$453
		Associate	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 2

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 +
6/01/22- 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 3

Matter Billing Detail

JAMES HAWKINS APLC

Date Range:01/01/1900 to 10/24/2023

Client:HYATTGRND02 - Joe Vigil

Matter:HYATTGRND01 - Hyatt Corporation dba Grand Hyatt San Francisco- Joe Vigil

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
11/02/2021	FST	First Legal Network - E-file: Class Complaint and Initial Docs - IN #30179004	\$1,681.50		Unbilled				
12/21/2021	FIL	Filing Fee - 11.02.2021 LWDA Filing Fee	\$75.00		Unbilled				
12/21/2021	POS	Postage - 11.02.2021 Ntc of LWDA Letter to Agent(s) via Certified Mail	\$36.64		Unbilled				
01/03/2022	FST	First Legal Network - process branch same day, service on Hyatt agency (2), E-Filing, proof of service summons , IN #30185317	\$331.95		Unbilled				
03/17/2022	LEX	File and Serve Xpress CK#9834	\$20.00		Unbilled				
11/22/2022	MED	Mediation Services Mediation 93398 CK#10399	\$15,000.00		Unbilled				
12/29/2022	EXA	Expert Analysis- IN#7213 CK#10502	\$2,900.00		Unbilled				
08/24/2023	TE	Travel Expenses - Car from Airport to Courthouse- Prelim Approval Hearing-CML	\$48.32		Unbilled				
08/24/2023	TE	Travel Expenses -Car from Courthouse to Airport- Prelim Approval Hearing-CML	\$40.09		Unbilled				
08/24/2023	TE	Travel Expenses - Airfare to Prelim Approval Hearing at USDC-Oakland- CML	\$467.96		Unbilled				
08/24/2023	TE	Travel Expenses - Airfare to and from Hearing 8/24/23- AD	\$467.96		Unbilled				
08/24/2023	TE	Travel Expenses - Car Transportation expense for 8/24/23 Hearing-8/24/23 AD	\$88.41		Unbilled				
10/24/2023	TE	Travel Expenses- Anticipated Travel expenses for in person appearance on Final Approval Hearing	\$1,175.00		Unbilled				
Total:			\$22,332.83	\$0.00					
Balance:			\$22,332.83						

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 : - - - - -			\$22,332.83						
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						